DRAFT

Agenda Item Number : 1B

Request For Council Action

Date Submitted 2016-03-21 11:00:00

> **Applicant** City of St. George

Quick Title Financial Report for February 2016

Subject

Discussion

Cost \$0.00

City Manager Recommendation

So far so good. Revenues are projected to exceed estimates and

expenditures are less than budgeted.

Action Taken

Requested by Deanna Brklacich

File Attachments FEB 2016.pdf

Approved by Legal Department?

Approved in Budget? **Amount:**

Additional Comments

Attachments FEB 2016.pdf



MONTHLY FINANCIAL REPORT

EIGHT MONTHS ENDED

FEBRUARY 29, 2016

CITY OF ST. GEORGE, UT

MONTHLY FINANCIAL REPORT

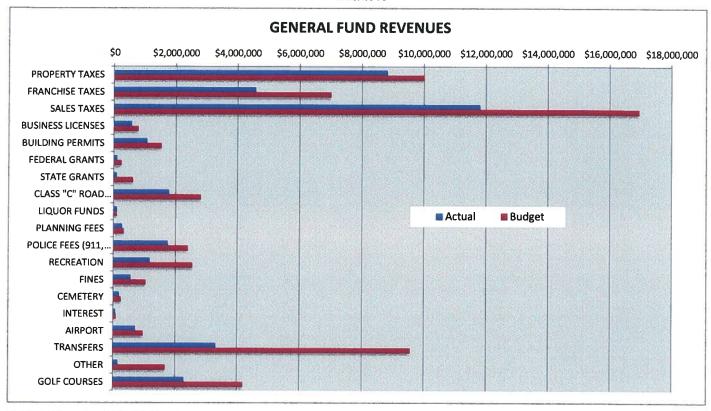
EIGHT MONTHS ENDED FEBRUARY 29, 2016

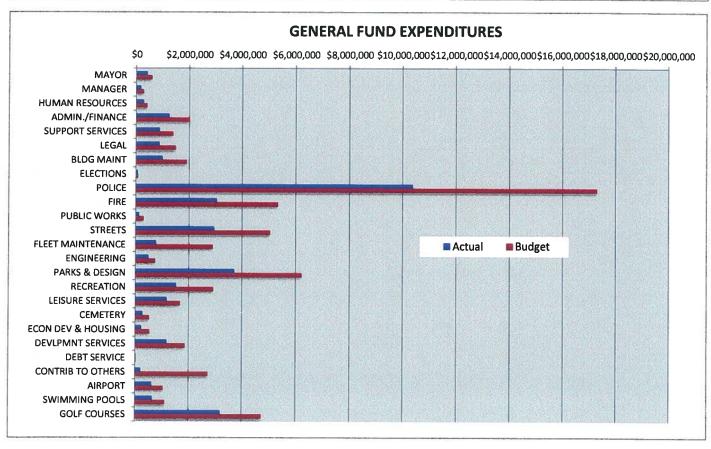
ADMINISTRATIVE DIRECTOR'S COMMENTS:

The attached report represents activity in the various city funds for the EIGHT months ended February 29, 2016. This period represents 66.67% of the fiscal year.

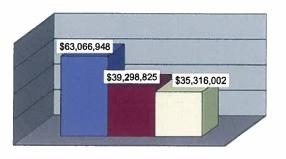
- 1) General Fund revenues are at 62.31% of budget. The predominant revenues affecting the overall revenue percentages primarily in the first half of the year are Current (Real) Property Taxes, Fees Assessed (Personal Property Taxes) and Delinquent Taxes which typically are not received until December, January, and June. Current Property Taxes are now at 98.16% of the \$8.35M budgeted and are 2.69% higher than the prior year-to-date. The majority of Fees Assessed will not be received until June therefore the percentage received as compared to the budget will continue to lag.
- 2) Overall General Fund revenues are up 4.70% over the prior fiscal year. Sales taxes are up 7.47% over last year and franchise taxes are up 1.15% to the prior year. Golf revenues are slightly up at .67%. Class C Road Allotment is up 10.34%. House Bill 362, passed last year which increased the gas tax, goes into effect January 1, 2016 and as such, we'll be watching its impact on Class C Road revenues beginning the next few months (the projected increase for this year is around 10%.)
- 3) The attached General Fund revenue schedule is good to give you a quick review of how revenues are trending in comparison with the budget.
- 4) General Fund expenditures are at 56.00% of budget for the year to date. Where we have completed 66.67% of the fiscal year on the time horizon, as compared to expenditures at 56.00% of the budget, we are continuing to do a good job of spending within the budget.
- 5) The revenue comparison schedule attached to this report does show a mixed bag. Most fund revenues are up in comparison to prior years, while a few others are down. In addition, some impact fee revenues are up while others are down. Some variances are likely due to the new impact fee rates which became effective October 2014 and would have affected only part of Fiscal Year 2015, but all of Fiscal Year 2016.
- 6) The Dixie Center Operations revenues are up noticeably in comparison to the prior year due to receipt of \$510,000 from Washington County as a contribution towards the City's economic development activities and programs.
- 7) The RAP Tax Fund's revenues include the recent bond issuance of \$7.9 million. Actual tax revenues receipts to date for this current year total \$722,868 which is 48.37% of the \$1.4 million budgeted.
- 8) The City Treasurer's investment reports for February 2016 will be attached next month.

If there are any questions, comments, or concerns, please feel free to contact me at any time at either deanna.brklacich@sgcity.org or at 627-4004.





GENERAL FUND

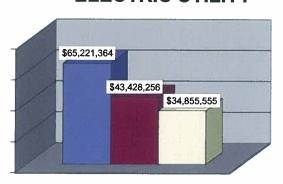


EXPENSE BUDGET

■REVENUES

□EXPENSES

ELECTRIC UTILITY



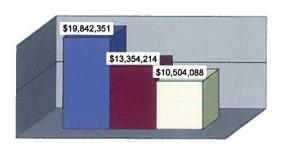
EXPENSE BUDGET

■REVENUES

EXPENSES

Note: Invoices for power purchases have a one-month lag and therefore expenses are generally understated in comparison to revenues.

WATER UTILITY

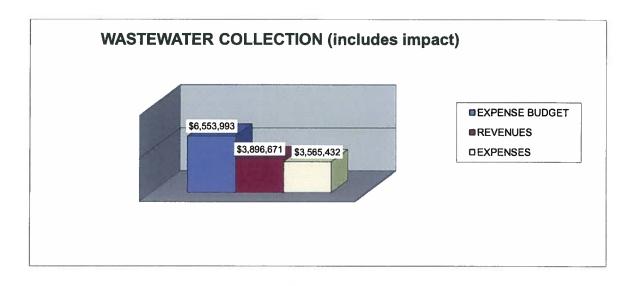


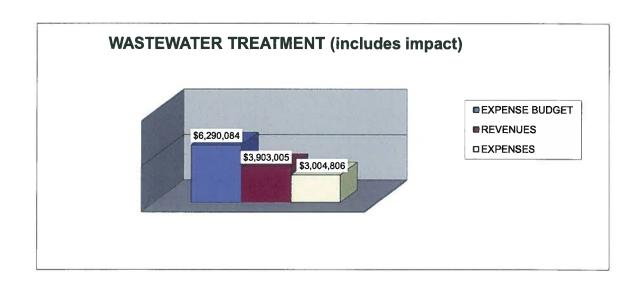
EXPENSE BUDGET

■REVENUES

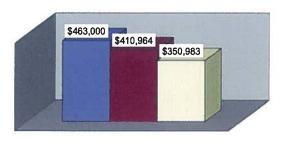
DEXPENSES

Note: Invoices for water purchases from the Water Conservancy District have a one-month lag and therefore expenses are generally understated in comparison to revenues.



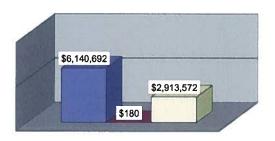


CDBG BLOCK GRANT FUND



■EXPENSE BUDGET
■REVENUES
□EXPENSES

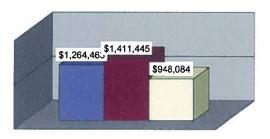
SALES TAX BOND CAP. PROJECT FUND



■ EXPENSE BUDGET ■ REVENUES □ EXPENSES

NOTE: Revenues are derived from <u>year-end</u> transfers from other City funds which received a portion of the bond proceeds and therefore participate in making the annual debt services payments.

DIXIE CENTER OPERATIONS

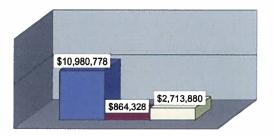


■EXPENSE BUDGET

■REVENUES

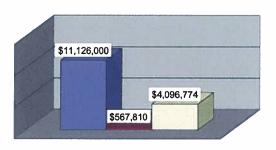
□EXPENSES

CAPITAL EQUIPMENT FUND



■ EXPENSE BUDGET ■ REVENUES □ EXPENSES

PUBLIC WORKS CAPITAL PROJECTS FUND



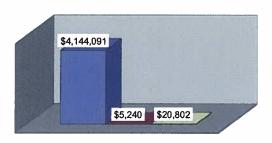
■EXPENSE BUDGET

■REVENUES

□EXPENSES

NOTE: Most of the Revenues are derived from <u>year-end</u> transfers from other City funds who collectively participate in funding each project (i.e. Transportation Fund, Street Impact, Drainage Impact, etc.)

REPLACEMENT AIRPORT FUND

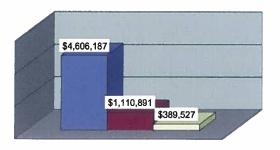


■EXPENSE BUDGET

■REVENUES

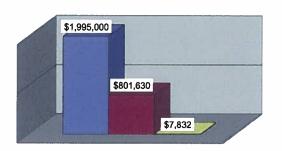
□EXPENSES





■ EXPENSE BUDGET ■ REVENUES ■ EXPENSES

STREET IMPACT FUND



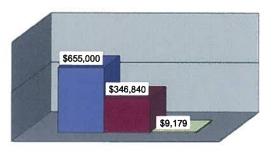
■ EXPENSE BUDGET

■ REVENUES

□ EXPENSES

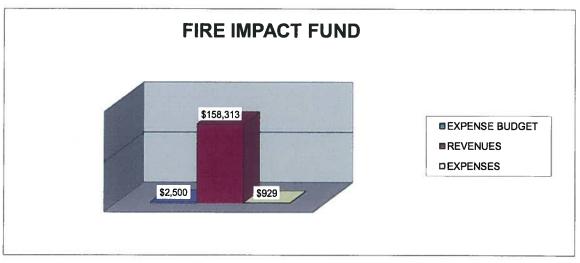
NOTE: Most of the budgeted Expenditures are in the form of a year-end transfer to the Public Works Capital Project Fund (PWCPF) based upon each project's actual costs in the PWCPF.

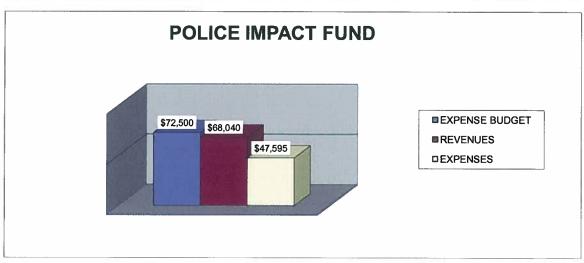
DRAINAGE IMPACT FUND

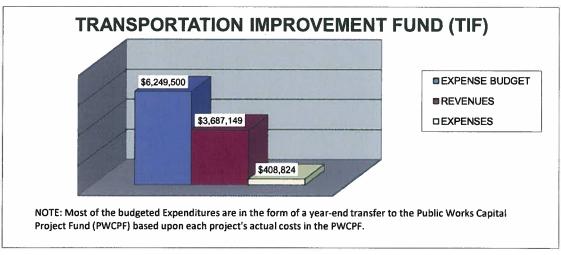


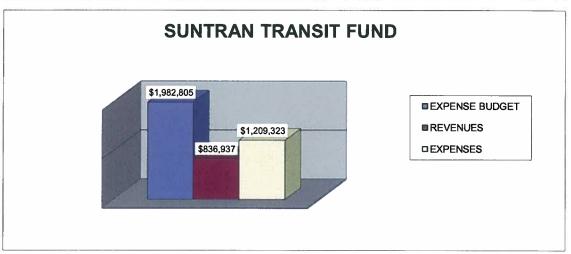
■ EXPENSE BUDGET
■ REVENUES
■ EXPENSES

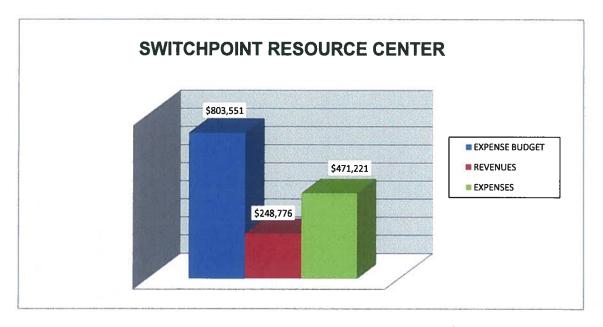
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REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU FEB. 29, 2016	PCT RECEIVED
CURRENT PROPERTY TAXES	8,350,000.00	8,196,647.01	98.16%
FEES ASSESSED	1,300,000.00	425,883.90	32.76%
FRANCHISE TAXES	7,000,000.00	4,568,945.05	65.27%
DELINQUENT TAXES	350,000.00	182,537.20	52.15%
GENERAL SALES TAXES	16,950,000.00	11,802,557.78	69.63%
BUSINESS LICENSES	600,000.00	507,192.50	84.53%
LICENSE FEES - RENTAL ORDINANCE	180,000.00	55,230.00	30.68%
ELECTION FILING FEES	0.00	0.00	#DIV/0!
TRUCK-N-GO PERMITS	4,500.00	960.00	21.33%
BUILDING PERMITS	1,500,000.00	1,043,187.38	69.55%
DOG LICENSES	32,000.00	15,605.00	48.77%
FEDERAL GRANTS	240,543.00	95,322.87	39.63%
STATE GRANTS	614,408.00	92,380.24	15.04%
CLASS C ROAD ALLOTTMENT	2,810,000.00	1,778,328.63	63.29%
LIQUOR FUND ALLOTTMENT	104,000.00	101,627.47	97.72%
RESOURCE OFFICER CONTRIB.	602,932.00	452,199.00	75.00%
PLANNING FEES	300,000.00	248,368.03	82.79%
AIR QUALITY FEES	30,000.00	26,472.75	88.24%
SPECIAL POLICE SERVICES	55,000.00	59,364.96	107.94%
E-911 SERVICES	960,000.00	649,046.08	67.61%
OTHER CITIES DISPATCH FEES	773,198.00	579,898.80	75.00%
POLICE TRAINING CLASSES	2,000.00	5,915.01	295.75%
MUSEUM DONATIONS	475.00	430.80	90.69%
MUSEUM ADMISSION FEES	9,000.00	5,683.59	63.15%
NJCAA TOURNAMENT	0.00	0.00	#DIV/0!
COMMUNITY ARTS BLDG RENTALS	1,000.00	3,980.00	398.00%
OPERA HOUSE PERFORMANCES	1,500.00	500.00	33.33%
ELECTRIC THEATER RENTALS	60,400.00	4,275.00	7.08%
TRIPAK PASS SALES	0.00	-268.11	#DIV/0!
WALKING TOUR REVENUES	3,000.00	1,669.96	55.67%
SOCIAL HALL RENTALS	20,000.00	11,233.35	56.17%
EXHIBITS - COLLECTIONS	6,000.00	7,905.58	131.76%
NATURE CENTER	22,000.00	6,247.22	28.40%
AQUATIC CENTER	350,000.00	177,638.73	50.75%
YOUTH SPORTS	100,000.00	73,841.85	73.84%
ADULT SPORTS	50,000.00	27,664.00	55.33%
RACES	300,000.00	211,312.11	70.44%
SOFTBALL LEAGUES	360,000.00	245,884.64	68.30%
ARTS FAIR REVENUE	40,000.00	25,424.14	63.56%
SPECIAL COMMUNITY EVENTS	2,600.00	345.00	13.27%
SWIMMING POOL FEES	116,800.00	46,302.17	39.64%
RECREATION FEES	5,000.00	4,500.50	90.01%

CITY OF ST. GEORGE, UT GENERAL FUND REVENUES EIGHT MONTHS ENDED FEB. 29, 2016

REVENUE SOURCE	ADJUSTED BUDGET	ACTUAL THRU FEB. 29, 2016	PCT RECEIVED
RECREATION CENTER FEES	143,000.00	90,571.44	63.34%
OPERA HOUSE RENTALS	12,000.00	3,986.00	33.22%
RECREATION FACILITY RENTALS	30,000.00	16,217.34	
TENNIS CLASSES ETC.	120,000.00	91,903.00	76.59%
MARATHON REVENUES	759,700.00	108,448.91	14.28%
RECREATION CLASS FEES	0.00	1,320.00	#DIV/0!
ST GEORGE CAROUSEL	30,000.00	0.00	0.00%
CEMETERY LOT SALES	120,000.00	95,990.00	79.99%
BURIAL FEES	125,000.00	88,200.00	70.56%
TRAFFIC SCHOOL FEES	45,000.00	26,698.60	59.33%
COURT FINES	940,000.00	500,663.31	53.26%
POLICE WARRANTS	16,000.00	13,250.00	82.81%
ACE PENALTIES	35,000.00	7,023.00	20.07%
ACE COSTS	10,000.00	1,842.00	18.42%
ACE ABATEMENTS	0.00	0.00	#DIV/0!
INTEREST EARNINGS	85,000.00	66,846.53	78.64%
RENTS AND ROYALTIES	30,000.00	8,388.45	27.96%
SALE OF PROPERTY	30,000.00	58,053.75	193.51%
POLICE EVIDENCE IMPOUND	2,500.00	4,868.95	194.76%
LEASE AGREEMENTS	1,355,900.00	0.00	0.00%
MISCELLANEOUS SUNDRY REVENUES	75,000.00	36,860.40	49.15%
ORTHOPHOTOGRAPHY MAPS	500.00	32.91	6.58%
MISS ST GEORGE PRINCESS	0.00	0.00	#DIV/0!
COMPOST SALES - REUSE	30,000.00	10,007.34	33.36%
ROADBASE SALES - REUSE	2,500.00	658.56	26.34%
AIRPORT REVENUES	961,562.00	709,701.35	73.81%
MAINTENANCE AT AIRPORT	7,100.00	4,745.04	66.83%
CONTRIBUTIONS FROM OTHER	100,000.00	500.00	0.50%
TRANSFERS FROM OTHER FUNDS	9,565,330.00	3,309,952.60	34.60%
CONTRIBUTIONS FROM PRIVATE	20,000.00	7,458.72	37.29%
MEDIAN LANDSCAPE FEES	15,000.00	2,040.00	13.60%
ANIMAL SHELTER DONATIONS	0.00	27.50	#DIV/0!
ANIMAL TRAINING DONATIONS	0.00	5,510.80	#DIV/0!
POLICE PROJECT LIFESAVER	0.00	7,593.47	#DIV/0!
APPROPRIATED FUND BALANCE			
RED HILLS GOLF COURSE	762,885.00	375,763.28	49.26%
GOLF ADMINISTRATION	49,100.00	55,937.66	113.93%
SOUTHGATE GOLF COURSE	1,188,575.00	640,063.76	53.85%
ST GEORGE GOLF CLUB	697,240.00	353,303.81	50.67%
SUNBROOK GOLF COURSE	1,496,700.00	852,155.99	56.94%
TOTAL GENERAL FUND REVENUES	63,066,948.00	39,298,824.66	62.31%

GENERAL FUND	ADJUSTED <u>BUDGET</u>	ACTUAL THRU FEB. 29, 2016	REMAINING BALANCE	PCT <u>USED</u>
MAYOR & COUNCIL	596,200.00	414,911.75	181,288.25	69.59%
CITY MANAGER	270,803.00	170,633.17	100,169.83	63.01%
HUMAN RESOURCES	412,350.00	274,478.92	137,871.08	66.56%
ADMINISTRATIVE SERVICES (FINANCE)	2,007,015.00	1,238,403.75	768,611.25	61.70%
TECHNOLOGY SERVICES	1,386,412.00	882,455.45	503,956.55	63.65%
LEGAL SERVICES	1,298,092.00	761,040.54	537,051.46	58.63%
BUILDING MAINTENANCE	1,895,754.00	992,675.74	903,078.26	52.36%
ELECTIONS	69,000.00	58,829.64	10,170.36	85.26%
PLANNING COMMISSION	12,700.00	5,600.00	7,100.00	44.09%
POLICE	13,780,468.00	8,695,837.13	5,084,630.87	63.10%
HIDTA GRANT	153,573.00	63,223.80	90,349.20	41.17%
POLICE DISPATCH	3,259,282.00	1,570,485.62	1,688,796.38	48.19%
CCJJ GRANT	51,500.00	29,205.67	22,294.33	56.71%
SAFG (State Asset Forfeiture Grant)	49,860.00	19,866.38	29,993.62	39.84%
FIRE DEPARTMENT	5,331,584.00	3,038,795.67	2,292,788.33	57.00%
CODE ENFORCEMENT	182,299.00	102,923.51	79,375.49	56.46%
PUBLIC WORKS ADMINISTRATION	289,605.00	123,286.48	166,318.52	42.57%
STREETS	5,046,072.00	2,943,012.79	2,103,059.21	58.32%
FLEET MAINTENANCE	2,892,190.00	759,579.24	2,132,610.76	26.26%
ENGINEERING	737,188.00	478,627.81	258,560.19	64.93%
PARKS	5,501,420.00	3,247,228.34	2,254,191.66	59.03%
DESIGN	725,420.00	463,583.07	261,836.93	63.91%
NATURE CENTER & YOUTH PROGRAMS	99,086.00	53,173.97	45,912.03	53.66%
SOFTBALL PROGRAMS	358,685.00	134,306.98	224,378.02	37.44%
SPORTS FIELD MAINTENANCE	623,616.00	305,994.78	317,621.22	49.07%
SPECIAL EVENTS & PROGRAMS	319,845.00	171,004.14	148,840.86	53.46%
YOUTH SPORTS PROGRAMS	173,351.00	90,878.75	82,472.25	52.42%
ADULT SPORTS PROGRAMS	190,502.00	96,346.61	94,155.39	50.58%
RECREATION	595,947.00	307,474.28	288,472.72	51.59%
EXHIBITS AND COLLECTIONS	247,694.00	192,909.44	54,784.56	77.88%
COMMUNITY ARTS	301,033.00	160,003.27	141,029.73	53.15%
HISTORIC OPERA HOUSE	84,714.00	48,504.73	36,209.27	57.26%
HISTORIC COURTHOUSE	23,200.00	14,591.10	8,608.90	62.89%
LEISURE SERVICES ADMINISTRATN	333,030.00	199,706.31	133,323.69	59.97%
RECREATION CENTER	560,079.00	357,932.61	202,146.39	63.91%
MARATHON	652,142.00	538,639.43	113,502.57	82.60%
COMMUNITY CENTER	3,300.00	1,717.43	1,582.57	52.04%
ELECTRIC THEATER	29,200.00	12,815.71	16,384.29	43.89%
CEMETERY	516,464.00	263,713.02	252,750.98	51.06%
ECONOMIC DEVELOPMENT & HOUSING	527,128.00	213,550.13	313,577.87	40.51%
DEVELOPMENT SERVICES ADMIN.	1,841,184.00	1,167,912.56	673,271.44	63.43%
DEBT SERVICE	28,395.00	18,930.00	9,465.00	66.67%
TRANSFERS TO OTHER FUNDS	2,723,325.00	189,515.00	2,533,810.00	6.96%
AIRPORT	1,048,599.00	611,629.20	436,969.80	58.33%
SWIMMING POOL	237,537.00	121,135.97	116,401.03	51.00%
SAND HOLLOW AQUATIC CENTER	872,510.00	520,370.40	352,139.60	59.64%
RED HILLS GOLF COURSE	615,576.00	406,538.10	209,037.90	66.04%
GOLF ADMINISTRATION	213,861.00	98,934.88	114,926.12	46.26%
SOUTHGATE GOLF COURSE	1,111,816.00	783,637.67	328,178.33	70.48%
ST GEORGE GOLF CLUB	1,088,903.00	724,849.74	364,053.26	66.57%
SUNBROOK GOLF COURSE	1,697,439.00	1,174,601.00	522,838.00	69.20%
TOTAL GENERAL FUND	63,066,948.00	35,316,001.68	27,750,946.32	56.00%
				

CITY OF ST. GEORGE, UT REVENUE COMPARISONS EIGHT MONTHS ENDED FEB. 29, 2016

	FYE	FYE	FY2016 as a
GENERAL FUND:	JUNE 2016	JUNE 2015	% of FY2015
PROPERTY TAXES	8,805,068	8,574,377	102.69%
FRANCHISE TAXES	4,568,945	4,517,157	101.15%
SALES TAXES	11,802,558	10,982,548	107.47%
BUSINESS LICENSES	563,383	530,403	106.22%
BUILDING PERMITS	1,058,792	917,885	115.35%
FEDERAL GRANTS	95,323	254,564	37.45%
STATE GRANTS	92,380	29,091	317.55%
CLASS "C" ROAD FUNDS LIQUOR FUNDS	1,778,329	1,611,733	110.34%
PLANNING FEES	101,627	101,658	99.97%
POLICE FEES (911, ETC.)	274,841 1,746,424	186,172 1,701,414	147.63%
RECREATION	1,167,017	1,131,402	102.65%
FINES	549,477	615,564	103.15%
CEMETERY	184,190	170,223	89.26%
INTEREST	66,847	54,612	108.21%
AIRPORT	709,701	617,871	122.40% 114.86%
TRANSFERS	3,309,953	3,086,667	107.23%
OTHER	146,746	188,320	77.92%
GOLF COURSES	2,277,225	2,261,965	100.67%
Total General Fund	39,298,825	37,533,626	104.70%
DIXIE CENTER OPERATIONS	\$1,411,445	\$905,000	155.96%
CDBG BLOCK GRANT FUND	\$410,964	\$61,476	668.49%
PARK IMPACT FUND	\$1,110,891	\$1,423,993	78.01%
STREET IMPACT FUND	\$801,630	\$625,885	128.08%
DRAINAGE IMPACT FUND	\$346,840	\$265,766	130.51%
FIRE DEPT IMPACT FUND	\$158,313	\$152,852	103.57%
POLICE DEPT IMPACT FUND	\$68,040	\$69,488	97.92%
WATER UTILITY FUND (w/ impact fees)	\$13,354,214	\$12,625,707	105.77%
WASTEWATER COLLECTION (w/impact fees)	\$3,896,671	\$4,002,930	97.35%
ELECTRIC UTILITY (w/impact fees)	\$43,428,256	\$43,912,211	98.90%
REGIONAL WASTEWATER (w/impact fees)	\$3,903,005	\$3,575,760	109.15%
SUNTRAN TRANSIT FUND	\$836,937	\$959,316	87.24%
TRANS. IMPROV. FUND	\$3,687,149	\$3,360,609	109.72%
REPLMNT AIRPORT FUND	\$5,240	\$0	#DIV/0!
SWITCHPOINT FUND	\$248,776	\$0	#DIV/0!
RAP TAX FUND	\$8,633,678	\$0	#DIV/0!

MONTH	F ST. GEORGE, UT HLY COUNCIL REPORT MONTHS ENDED FEB. 29, 2016	ADJUSTED EXPENSE BUDGET	REVENUE	EXPENDITURES	
10	GENERAL FUND (includes Golf Courses)	\$63,066,948	\$39,298,825	\$35,316,002	56.00%
53 & 83	B ELECTRIC FUND (includes impact)	\$65,221,364	\$43,428,256	\$34,855,555	53.44%
51 & 81	WATER FUND (includes impact)	\$19,842,351	\$13,354,214	\$10,504,088	52.94%
52 & 82	2 WASTEWATER COLLECT (includes impact)	\$6,553,993	\$3,896,671	\$3,565,432	54.40%
62 & 86	WASTEWATER TREATMNT (includes impact)	\$6,290,084	\$3,903,005	\$3,004,806	47.77%
32	CDBG BLOCK GRANT FUND	\$463,000	\$410,964	\$350,983	75.81%
84	SALES TAX BOND - CAPITAL PROJ FUND	\$6,140,692	\$180	\$2,913,572	47.45%
30	DIXIE CENTER OPERATIONS	\$1,264,463	\$1,411,445	\$948,084	74.98%
40	CAPITAL EQUIPMENT FUND	\$10,980,778	\$864,328	\$2,713,880	24.71%
87	PUBLIC WORKS CAPITAL PROJ FUND	\$11,126,000	\$567,810	\$4,096,774	36.82%
88	REPLACEMENT AIRPORT CONST. FUND	\$4,144,091	\$5,240	\$20,802	0.50%
44	PARK IMPACT FUND	\$4,606,187	\$1,110,891	\$389,527	8.46%
45	STREET IMPACT FUND	\$1,995,000	\$801,630	\$7,832	0.39%
47	DRAINAGE IMPACT FUND	\$655,000	\$346,840	\$9,179	1.40%
48	FIRE IMPACT FUND	\$2,500	\$158,313	\$929	37.15%
49	POLICE IMPACT FUND	\$72,500	\$68,040	\$47,595	65.65%
64	SUNTRAN TRANSIT FUND	\$1,982,805	\$836,937	\$1,209,323	60.99%
27	TRANSPORTATION IMPROV FUND	\$6,249,500	\$3,687,149	\$408,824	6.54%
21	SWITCHPOINT RESOURCE CENTER	\$803,551	\$248,776	\$471,221	58.64%
80	RAP TAX FUND	\$9,084,599	\$8,633,678	\$1,407,388	15.49%

DRAFT

Agenda Item Number : 2A

Request For Council Action

Date Submitted 2016-03-31 10:18:20

Applicant C. Hood

Quick Title Blanket Bid Award (Renewal)

Subject Blanket Bid for Fertilizers and Chemicals - 3rd and final year Renewal

Discussion Helena has verified that all prices remain the same as last year. This

is the final renewal term for the Fertilizer and Chemical bid. It will be

valid through January 31st, 2017 and rebid after that date.

Cost \$250,000

City Manager Recommendation

Recommend approval as funds are included in the budgets.

Action Taken

Requested by Colby Cowan/ Golf

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments This blanket is requested by golf and used primarily by golf, parks, the

ball fields and cemetery.

DRAFT

Agenda Item Number : 2B

Request For Council Action

Date Submitted 2016-03-29 16:10:00

Applicant Jeff Peay

Quick Title Bid Award for Little Valley Phase 5 Sports Fields

Subject Little Valley Phase 5 Sports Fields

Discussion Design and construction plans for Phase 5, the final build out of the

Little Valley Sports Complex and Park have been completed and the project was put out to bid. This phase of the project is a compilation of phase 5 which is the soccer field portion, and phase 6 which is the community park and volleyball portion. The plan was for the total project to include construction of two lighted soccer fields with rugby overlay, parking lot, restrooms, a pavilion, 4 sand volleyball courts. asphalt shared trail, landscape and irrigation areas. It was planned that funding for the project would come from two sources, RAP Tax funds for phase 5 and Park Impact Fees for phase 6. In the City Manger's budget recommendations for the FY 2016-17 Park Impact budget, funding for the phase 6 portion of this project was not recommended at this time. All phase 6 items in the bid to be paid for by Park Impact Funds have thus been deleted from the bid as allowed by the construction contract under "Special Provisions†section 01 29 00. The City received five construction bids for the project. These included bids from Kokopelli Landscaping, B. Hansen Construction Inc., Progressive Contracting Inc., Interstate Rock Products Inc., and Hughes General Contractors Inc. Kokopelli Landscaping was the low bid for the project. Kokopelli

Landscaping was the low bid for the project. Rokopelli Landscaping's bid was \$2,108,006.34. See attachment for bid tabulation sheet.Park Planning staff are seeking approval to accept the low bid by Kokopelli Landscaping for the amount of

\$2,108,006.34.

Cost \$2,108,006.34.

City Manager Recommendation

Action Taken

Requested by Jeff Peay - Park Pla

File Attachments 4-6-16 BID TAB AND PORTION TO OMIT FOR BID.pdf

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments

The original project cost estimate indicated that the design and

construction costs for this phase as noted in the revised bid line items would come in at \$2,657,835. City Park Planning staff will be seeking separate approval for the purchase of Musco field lighting and additional Dixie Power infrastructure for the site that will be necessary for the project to be completed. Engineering and consulting fees related to the design and construction of the project have previously been approved and will also be coming from the budget. The costs for these items as well as the proposed low bid construction contract will be under the RAP Tax budget amount of \$2,657,835. The Legal Dept. has reviewed the contract and is familiar with the agreement and bid information.

Attachments

4-6-16 BID TAB AND PORTION TO OMIT FOR BID.pdf

ST. GEORGE CITY LITTLE VALLEY PHASE V - SPORTS FIELDS BID OPENING DATE: APRIL 5, 2016

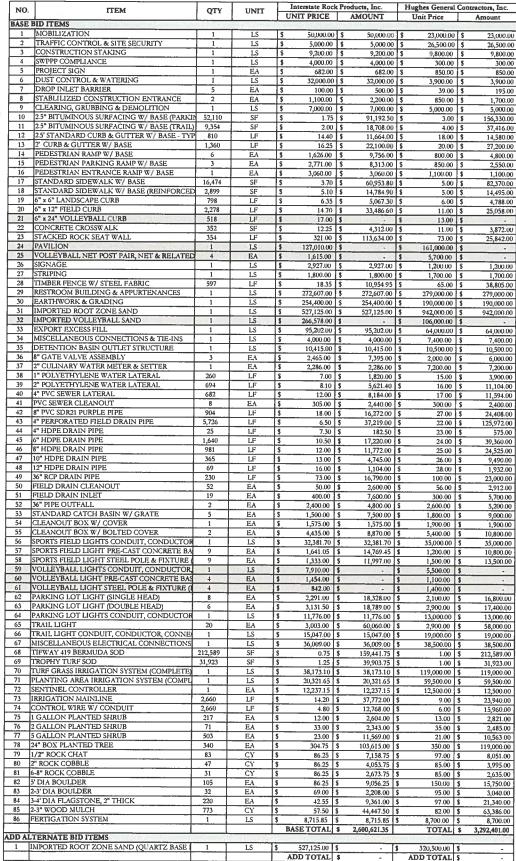
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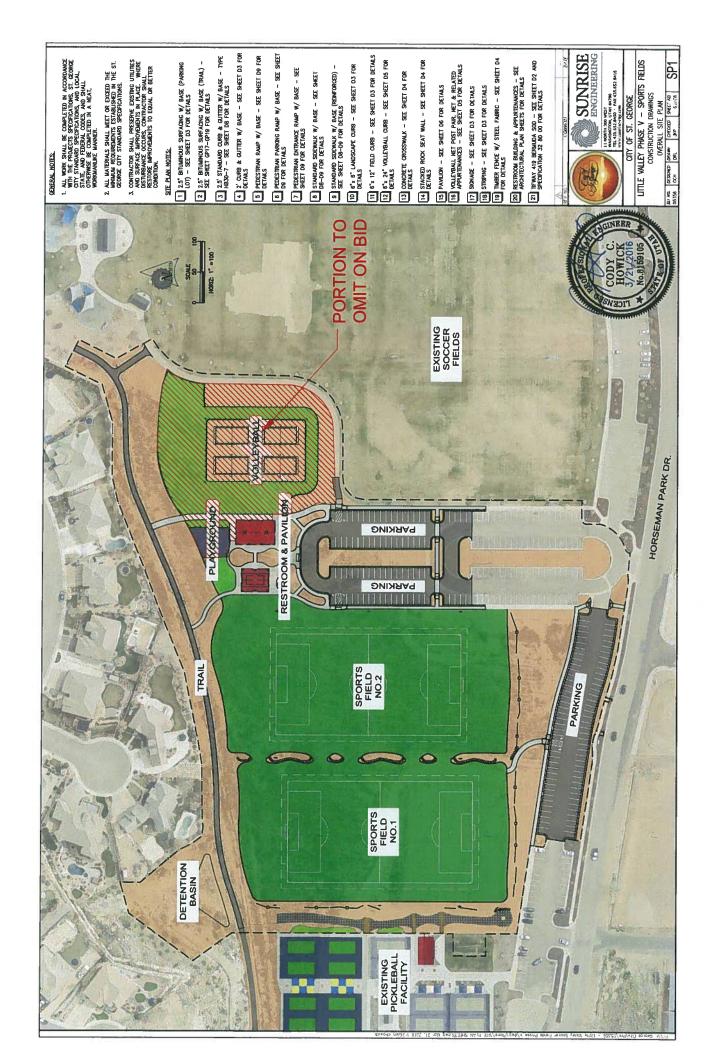
BID TA	TABULATION ENGIN								
NO.	ITEM	QTY	UNIT	Kokopelli L		B. Hansen Cons		Progressive Cor	
BASE	BID ITEMS		4 10 7	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1 1	LS	\$ 49,500.00	\$ 49,500.00	\$ 20,000.00	\$ 20,000.00	\$ 156,600.00	£ 154 (14) De
2	TRAFFIC CONTROL & SITE SECURITY	1	LS	\$ 2,500.00			\$ 20,000.00		
3	CONSTRUCTION STAKING	1	LS	\$ 17,000.00			\$ 30,000.00		
4	SWPPP COMPLIANCE	1	LS	\$ 1,500.00			\$ 5,000.00		\$ 5,800.00
5	PROJECT SIGN	1	EA	\$ 1,000.00			\$ 2,500.00		\$ 799.24
6	DUST CONTROL & WATERING	1	LS	\$ 10,105.00			\$ 10,000.00		\$ 6,960.00
7	DROP INLET BARRIER	5	EA	\$ 400.00	\$ 2,000.00	\$ 500.00	\$ 2,500.00	\$ 348,00	\$ 1,740.00
- 8	STABLILIZED CONSTRUCTION ENTRANCE	2	EA	\$ 1,050.00		\$ 1,000.00	\$ 2,000.00	\$ 1,392.00	\$ 2,784.00
9	CLEARING, GRUBBING & DEMOLITION	1	LS	\$ 9,603.00					\$ 17,400.00
10	2.5" BITUMINOUS SURFACING W/ BASE (PARKI		SF	\$ 2.58					\$ 103,177.80
11	2.5" BITUMINOUS SURFACING W/ BASE (TRAIL)	9,354	SF	\$ 4.52			\$ 22,636.68		\$ 31,803.60
12	2.5' STANDARD CURB & GUTTER W/ BASE - TYT		LF	\$ 15.66			\$ 15,390.00		
13	2' CURB & GUTTER W/ BASE	1,360	LF	\$ 15.99			\$ 21,760.00		\$ 15,395.20
14	PEDESTRIAN RAMP W/ BASE PEDESTRIAN PARKING RAMP W/ BASE	6	EA	\$ 700.00			\$ 13,200.00		\$ 5,489.70
16	PEDESTRIAN PARKING RAMP W/ BASE	1	EA EA	\$ 485.00 \$ 700.00			\$ 6,750.00		\$ 3,266.85
17	STANDARD SIDEWALK W/ BASE	16,474	SF	\$ 3.90			\$ 2,200.00		\$ 1,500.75
18	STANDARD SIDEWALK W/ BASE (REINFORCED		SF	\$ 4.80			\$ 74,133.00 \$ 16,669.25		
19	6" x 6" LANDSCAPE CURB	798		\$ 7.50			\$ 6,783.00		
	6" x 12" FIELD CURB	2,278		\$ 9.02					
	6" x 24" VOLLEYBALL CURB	518		\$ 20.25		\$ 10.00	\$ 17,303.00		43,901.70
	CONCRETE CROSSWALK	352		\$ 16.00		\$ 6.50	\$ 2,288.00		
	STACKED ROCK SEAT WALL	354		\$ 70.00			\$ 16,992.00	\$ 46.92	
$\overline{}$	PAVILION	1		\$ 124,000.00		\$ 60,000.00	\$ 10,772.00	\$ 144,657.70	
25	VOLLEYBALL NET POST PAIR, NET & RELATED					\$ 8,000.00	\$	\$ 2,268.81	
	SIGNAGE	1	LS	\$ 2,100.00			\$ 6,000.00		
	STRIPING	1	LS		\$ 1,800.00			\$ 4,449.76	
28	TIMBER FENCE W/ STEEL FABRIC	597			\$ 22,686.00		\$ 14,925.00		
29	RESTROOM BUILDING & APPURTENANCES	. 1	LS				\$ 132,000.00	\$ 334,818.00	
	EARTHWORK & GRADING	1		\$ 77,200.00		\$ 192,000.00		\$ 78,441.72	
	IMPORTED ROOT ZONE SAND	1	1.5	\$ 335,400.00	\$ 335,400.00	\$ 620,000.00	\$ 620,000.00	\$ 453,629.60	
32	IMPORTED VOLLEYBALL SAND	1300		\$ 58,500.00		\$ 40,000.00	\$	\$ 45,783.75	
	EXPORT EXCESS FILL	1		\$ 21,980.00		\$ 48,000.00	\$ 48,000.00	\$ 63,302.36	\$ 63,302.36
34	MISCELLANEOUS CONNECTIONS & TIE-INS	1			\$ 7,750.00	\$ 9,000.00	\$ 9,000.00	\$ 5,800.00	\$ 5,800.00
	DETENTION BASIN OUTLET STRUCTURE	1					\$ 10,000.00	\$ 5,436.54	\$ 5,436.54
	8" GATE VALVE ASSEMBLY	3					\$ 6,600.00		
	2" CULINARY WATER METER & SETTER	1			\$ 3,725.00		\$ 2,800.00		
	1" POLYETHYLENE WATER LATERAL	260		\$ 8.00			\$ 2,600.00		
	2" POLYETHYLENE WATER LATERAL	694				\$ 12.00	\$ 8,328.00		
	4" PVC SEWER LATERAL	682		\$ 9.70			\$ 8,184.00		
	PVC SEWER CLEANOUT 8" PVC SDR21 PURPLE PIPE	904					\$ 2,400.00		
	4" PERFORATED FIELD DRAIN PIPE	5,726					\$ 18,080.00		
$\overline{}$	4" HDPE DRAIN PIPE	25		\$ 2.75 \$ 3.75			\$ 35,787.50 \$ 250.00		11,010.01
	6" HDPE DRAIN PIPE	1,640			\$ 93.73 \$ 11,890.00		\$ 250.00 \$ 22,960.00		
	8" HDPE DRAIN PIPE	981		\$ 9.40			\$ 15,696.00		
	10" HDPE DRAIN PIPE	365			\$ 8,796.50		\$ 6,570.00		16,804.53 6,664.90
	12" HDPE DRAIN PIPE	69			\$ 1,794.00		\$ 1,380.00		
	36" RCP DRAIN PIPE	230			\$ 19,780.00		\$ 15,640.00		15,925.20
	FIELD DRAIN CLEANOUT	52	_	\$ 60.00					2,405.52
	FIELD DRAIN INLET	19			\$ 7,980.00				8,614.60
52	36" PIPE OUTFALL	2			\$ 5,400.00				
53	STANDARD CATCH BASIN W/ GRATE	5					\$ 13,000.00		
54	CLEANOUT BOX W/ COVER	1				\$ 2,000.00			2.127.03
55	CLEANOUT BOX W/ BOLTED COVER	2			\$ 9,600.00				10,275.10
56	SPORTS FIELD LIGHTS CONDUIT, CONDUCTOR	1	LS	\$ 33,900.00	\$ 33,900.00	\$ 28,000.00	\$ 28,000.00		
	SPORTS FIELD LIGHT PRE-CAST CONCRETE BA	9	EA	\$ 2,160.00	\$ 19,440.00	\$ 1,500.00	\$ 13,500.00	\$ 1,655.32	14,897.88
58	SPORTS FIELD LIGHT STEEL POLE & FIXTURE (9	EA	\$ 975.00	\$ 8,775.00	\$ 1,200.00	\$ 10,800.00	\$ 1,344.44	12,099.96
	VOLLEYBALL LIGHTS CONDUIT, CONDUCTOR,	1		\$ 9,750.00		\$ 6,900.00		\$ 7,978.48	-
	VOLLEYBALL LIGHT PRE-CAST CONCRETE BAS	4		\$ 2,160.00		\$ 1,300.00		\$ 1,466.24	
	VOLLEYBALL LIGHT STEEL POLE & FIXTURE (4	EA	\$ 975.00		\$ 800.00		\$ 849.12	
	PARKING LOT LIGHT (SINGLE HEAD)	- 8		\$ 2,050.00					
	PARKING LOT LIGHT (DOUBLE HEAD)	6		\$ 3,025.00					
	PARKING LOT LIGHTS CONDUIT, CONDUCTOR	1 20		\$ 23,760.00					
	TRAIL LIGHT TRAIL LIGHT CONDUIT, CONDUCTOR, CONNE	20		\$ 1,540.00					
	MISCELLANEOUS ELECTRICAL CONNECTIONS	1		\$ 16,200.00 : \$ 27,000.00 :					
	TIFWAY 419 BERMUDA SOD	212,589							
	TROPHY TURF SOD	31,923		\$ 0.61 S					
	TURF GRASS IRRIGATION SYSTEM (COMPLETE)	1		\$ 135,926.00 S					
	PLANTING AREA IRRIGATION SYSTEM (COMPLETE)	1		\$ 135,926.00 S					
	SENTINEL CONTROLLER	1		\$ 7,500.00					
	IRRIGATION MAINLINE	2,660		\$ 7,500.00					
	CONTROL WIRE W/ CONDUIT	2,660		\$ 3.75					
	1 GALLON PLANTED SHRUB	217		\$ 12.00					
	2 GALLON PLANTED SHRUB	71		\$ 22.00					
	5 GALLON PLANTED SHRUB	503		\$ 22.00					
	24" BOX PLANTED TREE	340		\$ 210.00					
	1/2" ROCK CHAT	83		\$ 70.00					
	2" ROCK COBBLE	47		\$ 80.00					
	6-8" ROCK COBBLE	31		\$ 90.00					
	5' DIA BOULDER	105		\$ 105.00					
	2-3' DIA BOULDER	32		\$ 75.00					
	3-4' DIA FLAGSTONE, 2" THICK	220		\$ 50.00					
	2-3" WOOD MULCH	773	$\overline{}$	\$ 55.00					
	FERTIGATION SYSTEM	1	LS	\$ 6,330.00					
				BASE TOTAL		BASE TOTAL		BASE TOTAL	
	TERNATE BID ITEMS	1,2,1,8	11/2 JL SWAL			Market Commence			
1	MPORTED ROOT ZONE SAND (QUARTZ BASE	1	LS	\$ 335,400.00 \$		\$ 385,000.00		\$ 395,049.60 \$	
			l	ADD TOTAL	\$	ADD TOTAL	\$ -	ADD TOTAL	s <u>-</u>
				_		to qualify, second		<u>-</u>	
				5% of low bid = 5	105,400.32	bidder must =	\$ 2,213,406.66		

ST. GEORGE CITY LITTLE VALLEY PHASE V - SPORTS FIELDS BID OPENING DATE: APRIL 5, 2016

BID TABULATION







DRAFT

Agenda Item Number : 2C

Request For Council Action

Date Submitted 2016-03-29 15:59:47

Applicant Jeff Peay

Quick Title Bid Award for St. James Trailhead 60 Foot Pavilion

Subject St. James Trailhead 60 foot Pavilion

Discussion On February 28 and March 2 the RFB for the St. James Trailhead 60

foot diameter Pavilion was advertised and sent to local pavilion representatives. Bids were due on March 15, 2016. Four different companies submitted bids. Each bid was reviewed according to the RFB requirements. The lowest bid was thrown out as the bidder supplied a bid for an octagon pavilion instead of the requested hexagon. The second lowest bid was thrown out because the bidder supplied a bid for a pavilion that did not meet the size requirements. The third lowest bid did meet the RFB requirements resulting in the lowest responsible bidder being Sonntag Recreation. This bid amount was still within the line item total used for the project estimate. It is proposed that we award Sonntag Recreation in the amount of

\$68,877.00 for this project.

Cost \$68,877.00

City Manager Recommendation Recommend approval. The amount is within the budget set aside

for this improvement.

Action Taken

Requested by Jeff Peay - Park Pla

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments This is an RFB (Request For Bid) for materials only. Installation will be

included in a separate contract. Purchase Agreement has been uploaded to MyCase for review and approval by Legal. The overall

approved project budget for this project is \$300,000.

CITY OF ST. GEORGE BID RECORDING SHEET
ST. JAMES TRAILHEAD 60' PAVILION INQUIRY #16-0015
PROJECT MANAGER: MARK GOBLE

Date: March 15, 2016

BID ALTERNATES:	1 2 3			Į.								
BASE BID AMOUNT		61,33400	73,98200	28,688 0	08,87700							
ADDENDUMS (1)												
САЅНІЕВЅ СНЕСК												
BID BOND												
ST. JAMES TRAILHEAD 60' PAVILION CONTRACTOR NAME		1 Play Space Designs	2 Great Western	3 Big T Rec	a Sonntag Rec	\$ 9	2	8	6	10	,11	12

Bids Opened by: COMMI' HEXA
I:\Library\Forms\10 BID PHASE\Bid Recording Sheet

Bids Recorded by: Mark Goble

Request for Council Action

Date Submitted 4-6-2016

Applicant Jeff Peay - Park Planning Manager

Quick Title Little Valley Phase 5 – Sports Fields Musco Lighting Equipment

Subject Sports Fields Lighting Equipment

Discussion Sports lighting is part of the Little Valley Ph 5 – Sports Fields project and

Park Planning staff are in the process of organizing the purchase of the lighting infrastructure. The sports lighting system is Musco's "Light Structure Green" and includes materials to light 2 new soccer fields. The system has Musco Constant 25 which eliminates maintenance costs for 25 years and guarantees constant light level of 30 fc on playing area for 25 years. The system also includes Control Link remote computer control and monitoring system for flexible control and management of the lighting system. The City currently has Musco lights at Bloomington Park, The Canyons, Fields Phase 1 (softball), Fields Phase 2 (soccer) and Little Valley Pickleball courts. A quote has been solicited from Musco Lighting to supply the materials required to complete the project. The quote has come in at \$236,618 and we are seeking approval to purchase the lights and associated materials to complete the lighting

portion of the project.

Cost \$236,618

City Manager Recommendation Action Taken

Requested by Jeff Peay - Park Planning Manager

File Attachments

Approved by Legal Department?

Approved in Budget? RAP Tax Project **Amount:**

Additional Comments The lighting materials must be ordered four to six weeks before

installation – tentative installation schedule July 3. The overall project has a very tight time line and it is important that we place the lighting order as soon as possible to avoid delays due to the required project

completion.

Attachments Musco Lighting Quote

				CITY	OF ST.	GEORGE PUP	RCHASE	REQU	ISITIO	N P	AGE OF	
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Mus	sco Sports	Lighti	ng, LLC			PLEASE OR	DER					
						PLEASE RE				Jeff I	Peay	
						REQUISITIO	NER TO	ORDER		REQUISI	TIONER	
SHIP TO		and the late										
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XXX	k Horsema	an's Pa	rk Road							PURCHA	SING AGENT	_
St. 0	George, L	Tah 84	1790			ORDER PLACED WITH		ESTIMATED	COST	A Å	PPROVAL SIGNATURES MU	
										HAVE NAMES TYPED O		
ITEM	QUANTITY	UNIT			Di	ESCRIPTION			UNIT		EXTENDED PRICE	
		MEASURE							e read the said			
1	1	LS	Light Structure G	ireen System	of two so	occer fields and four	r volleyball	courts	\$290,0	45	\$290,095.00	
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CITY OF ST. GEORGE EQUIPMENT/SUPPLIES/MATERIALS PURCHASE AGREEMENT WITH MUSCO SPORTS LIGHTING, LLC, FOR PURCHASES OF A LIGHT STRUCTURE GREEN

THIS AGREEMENT is made and entered into this <u>7th</u> day of <u>April</u>, 2016, by and between the City of St. George, a Utah municipal corporation, whose address is 175 East 200 North, St. George, Utah 84770 ("City") and MUSCO SPORTS LIGHTING, LLC, whose address is 12391 S. DANSIE WAY, RIVERTON, UTAH 84065, ("Seller").

RECITALS

WHEREAS, City desires to purchase Musco's Light Structure Green for Little Valley Pickleball Ph 4; and

WHEREAS, City solicited a bid for the purchase of equipment/supplies/materials which outlines the items to be purchased, the quantity and the price and is attached hereto as Exhibit A and incorporated herein; and

WHEREAS, City solicited the bid as a sole source because the product is uniquely suited to the city's needs by reason of its compatibility with existing equipment; and

WHEREAS, after a review of the bid City selected Seller to provide the equipment/supplies/materials for the Project;

NOW, THEREFORE, for the consideration hereinafter set forth and in accordance with the conditions and representations contained herein, the parties hereby agree as follows:

AGREEMENT

- 1. **Recitals.** The foregoing recitals are incorporated herein by this reference.
- 2. **Purchase.** Seller shall provide the goods described in Exhibit A.
- 3. Purchase Price and Payment. City shall pay Seller a total sum of \$236,618 for the goods described in Exhibit B. City shall pay Seller 25% with the order and the balance in full within 30 days of delivery of the goods to City, acceptance of those goods by the City and receipt of the invoice.
- 4. <u>Delivery.</u> Time is of the essence in the performance of this Agreement. Seller will arrange for delivery to Buyer. Seller will deliver the goods required by the Agreement on or before the July 3, 2016, unless the period for delivery is extended by City. City, upon receiving possession of the goods, shall have a reasonable opportunity to inspect the goods to determine if the goods conform to the requirements of the conditions of this sale. If the

City, in good faith, determines that all or a portion of the goods are non-conforming, the City may return the goods to the Seller at no cost to City. Seller is strictly liable for goods until City accepts delivery of goods.

- 5. Warranties. All goods shall be warranted as follow: As described in Exhibit B.
- 6. <u>Compliance with Applicable Laws.</u> Seller expressly acknowledges and agrees that nothing in this Agreement shall be deemed to relieve Seller from any obligation to comply with all applicable requirements of the City including the payment of fees and compliance with all other applicable ordinances, resolutions, regulations, policies and procedures of City, except as modified, waived or declared in this Agreement. Seller shall comply with all federal, state, and local laws, regulations, and ordinances.
- 7. **Conflicts.** In the event of a conflict between this Agreement and any other documents with Seller, this Agreement shall govern.
- 8. **No Waiver.** The failure of either Party to enforce any of this Agreement's provisions shall not be construed to be a waiver of the rights of such party to enforce such provisions.
- 9. Notices. All notices required or permitted to be made by either party in connection with this Agreement shall be in writing, and shall be deemed to have been duly given: (a) five (5) business days after the date of mailing if sent by U.S. mail, postage prepaid, (b) when transmitted if sent by facsimile, provided a confirmation of transmission is produced by the sending machine and a copy of such facsimile is promptly sent by another means specified in this Section; or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at its address as set forth below unless written notice is given by either party of a change of address:

City of St. George Seller: MUSCO SPORTS LIGHTING, LLC

Attn: Millie Cockerill Attn: Shane White 175 East 200 North 12391 S. Dansie Way St. George, Utah, 84770 Riverton, Utah, 84065

10. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Utah. The parties agree that venue for all legal actions, unless they involve a cause of action with mandatory federal jurisdiction, shall be the Fifth District Court for the State of Utah. The parties further agree that the Federal District Court for the District of Utah shall be the venue for any cause of action with mandatory federal jurisdiction. The parties shall have all rights and remedies provided under applicable Federal or State law for a breach or threatened breach of this Agreement. These rights and remedies shall not be mutually exclusive, and the exercise of one or more of these rights and remedies shall not preclude the exercise of any other rights and remedies. Each party agree that damages at law may be an inadequate remedy for a breach or threatened breach of any provision hereof and the respective rights and obligations of the parties hereunder shall be enforceable by specific performance, injunction, or other equitable remedy. Nothing in this Agreement shall be construed to waive the sovereign immunity of the government parties.

- 11. <u>Construction.</u> This Agreement has been reviewed and revised by legal counsel for all the parties and no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.
- 12. Legal Fees. Should any party default on any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including reasonable attorney's fee, which may arise or accrue from enforcing this Agreement or in pursuing any remedy provided hereunder or by applicable law, whether such remedy is pursued by filing a lawsuit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including reasonable attorney's fee including appeals and bankruptcy proceedings. If either party commences legal action to interpret any term of this agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, and any other costs incurred in connection with such action.
- 13. <u>Modification Of Agreement.</u> City specifically reserves the right to modify or amend this Agreement and the total sum due hereunder either by enlarging or restricting the scope of the work. All modifications shall be in writing and executed by both parties. Each Work Order adopted under this Agreement shall incorporate the terms and conditions of this Agreement and shall constitute a modification to this contract. A Work Order may amend the terms and conditions of this Agreement only as they apply to that particular Work Order and shall not have any general effect on this Agreement.
- 14. <u>Reserved Legislative Powers.</u> Nothing in this Agreement shall limit the future exercise of the police power by City in enacting zoning, subdivision, development, transportation, environment, open space, and related land use plans, policies, ordinances, and regulations after the date of this Agreement, but which shall not be retroactively applied to or modify this Agreement.
- 15. <u>Assignment.</u> Neither this Agreement nor any of the provisions, terms or conditions hereof can be assigned, sublet, sold, transferred or otherwise disposed of to any other party, individual or entity without assigning the rights and the responsibilities under this Agreement and without prior written consent of City, which consent shall not be unreasonably withheld.
- 16. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and assigns, but shall not inure to the benefit of any third party or other person.
- 17. No Joint Venture, Partnership or Third Party Rights. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the parties. No term or provision of this Agreement is intended to or shall, be for the benefit of any person, firm, organization or corporation not a party hereto, and no such other person, firm, organization or corporation shall have any right or cause of action hereunder.

- 18. <u>Integration</u>. This Agreement contains the entire Agreement with respect to the subject matter hereof and integrates all prior conversations, discussions or understanding of whatever kind or nature and supersedes and replaces all terms and conditions of any prior agreements, arrangements, negotiations, or representations, written or oral, with respect to this matter.
- 19. <u>Severability.</u> If any part or provision of this Agreement shall be determined to be unconstitutional, invalid or unenforceable by a court of competent jurisdiction, then such a decision shall not affect any other part or provision of this Agreement except that specific provision determined to be unconstitutional, invalid or unenforceable. If any condition, covenant or other provision of this Agreement shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.
- 20. **Survival.** It is expressly agreed that the terms, covenants and conditions of this Agreement shall survive any legal act or conveyance required under this Agreement.
- 21. <u>Headings.</u> The section and other headings in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- 22. <u>Counterparts.</u> This Agreement may be executed in counterparts each of which shall be an original and shall constitute one and the same agreement.
- 23. <u>Authority of Parties.</u> The parties executing this Agreement hereby warrant and represent that they are duly authorized to do so in the capacity stated and that this Agreement constitutes a valid and binding Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY: CITY OF ST. GEORGE	SELLER: MUSCO SPORTS LIGHTING, LLC
Jonathan T. Pike, Mayor	Shane White, Musco Sales Representative
ATTEST:	Approved as to form:
Christina Fernandez, City Recorder	Paula Houston, Deputy City Attorney

Cody had it. I just didn't read all the attachments on his email. I've go! what rineeded. Four to six week schedule — I will put this on the April 7th City Council agends for approval and we could potentially have lights in May — June. Our proposed construction schedule is April — September but the lights will grobably go up in the initial stapes of construction.

Millie Cockerill, PLS, ASLA Landscape Architect
Park Planning Division
City of St. George, Millcreak Facility
390 N 3050 E 39U N 3050 E 51, George, UT 84790 (435) 627-4539 (435) 703-1424 cell (435) 634-5824 fnx

From: Shane White [mailto:shane.white@mi. Sent: Thursday, March 10, 2016 8:44 AM To: Mille Cockerill Subject: Re: Little Valley Ph 5 Sports Fields

Millie: it's good to hear from you again. I hope you're doing well. I'm actually here in the St. George area as I came down for the URPA Conference this week. In fact I chatted briefly with both Kent Perishs and then Steve Bingham at the Conference. Then yesterds Musco aponsored the URPA Golf Tournament, so I stuck around to hand out golf balls and say hi to each foursome.

Anyway, we sent a materials quote to Cody Howick desided March 2nd (as he requested) for lighting the two soccor fields and four volleyball courts at Frieds at Little Valley Phase 6 which did total \$290,005. That quote wes broken out with a cost for Soccer Field 1 (with three of the poles and bases sized for falser fatures), a cost for Soccer Field 2 (the remelhing three poles which would be needed to light this fact, slong with the additional fatures for the three commonhatered poles), and a cost for the Sour volleyball courts. If we get you a copy of the remelhing courts, or do you needed a quote with just the one kump sum or \$250,005 for exempthing? Elber way in fine—1 just want to make sure and provide you with what you need for the City Council Meeting. Do you know when this might go to the City Council for approval and then about when you might be ordering the light? According to Kent, it sounds like Ke going to happen sooner rather than later.

To answer your question about lead time, our standard lead bine for Light-Structure Green with HID [Metal Haide] Fixtures is about 4 to 6 weeks from time of order and submittal approval. What is the timeframe for getting these fields and volleyball courts component of the country of the cou

Shane White Musco Sports Lighting LLC PH: 801-201-2536

LabePoint Sporting Community-Emerson, GA
The world's largest aports vacation destinations, LakePoint Sporting Community installs Musco's innovative LED solution. Click here to read more.

Mille Cocksrill <mille.cocksrill@sucity.org> on Wednesday, March 99, 2016 at 2:06 PM -0800 wrots;

inderstand that the entire lighting plan (two soccer fields and four voileyball courts plus cabinets and control link) for this project is \$290,095 but (don't have your budget estimate sheet that reflects this number. (already have the summary and layout. Could you send me an updated Budget Estimate sheet so that (can get the City Council's approval to order.

What is the lead time?

Thanks

Recards.

Millie Cockerill, PLA, ASLA Millie Cocker III, PLA, ASLA Landscape Architect Park Planning Division City of St. George, Millcreek Facility 390 N 3050 E St. George, UT 84790 (435) 627-4539 (435) 634-5824 fox

Discharger: The information contained in this or-mad it legally profitinged dealer confidented information betweentoon information of the information or entry to whome or related to an extension. It you are not the inspected recipient, you are hereby swiffled that may discissive, descriptables, or copying of this measure from proceedings. It you have recovered this measure in error, please immediately will be a series and delate this measure from proceedings.

Fields at Little Valley Phase 5 March 2, 2016

Field 1- With future fixture accommodations for Field 2 Musco's Light-Structure Green™ as described below, and delivered to the job site: Field 1 (HID Metal Halide Light Source).....\$ 136,746 Field 2- Remaining 3 poles and backside fixtures on common poles with Field 1 Musco's Light-Structure Green™ as described below, and delivered to the job site: Field 2 (HID Metal Halide Light Source).....\$ 99,872 \$236,618 Volleyball Courts Musco's Light-Structure Green™ as described below, and delivered to the job site: Volleyball Courts (HID Metal Halide Light Source) \$53,477 Sales tax, labor, and unloading of the equipment are not included.

Pricing furnished is effective for 60 days unless otherwise noted and is considered confidential.

Equipment Description

Light-Structure Green™ in 5 Easy Pieces™ – complete from foundation to poletop

- Pre-cast concrete bases
- Galvanized steel poles
- Remote electrical component enclosures
- Pole length wire harnesses
- Factory-aimed and assembled luminaries

Control System

Control-Link, System for remote on/off control and performance monitoring with 24/7 customer support

Benefits of Light-Structure Green™

- Reduction of energy and maintenance costs by 50% to 85% over typical 1500w HID equipment
- Reduction of spill light and glare by 50% or more
- Guaranteed light levels of 30 footcandles on the soccer fields and 40 footcandles on the volleyball courts
- Unmatched product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Relamp of your facility after 5000 hrs of operation

Payment Terms as agreed upon by customer and Musco Credit Department

Delivery to the job site from the time of order, submittal approval, confirmation of order details including voltage and phase, and pole locations is approximately 30-45 days. Due to the built-in custom light control per luminaire, pole locations need to be confirmed prior to production. Changes to pole locations after the product is sent to production could result in additional charges.

Notes

Quote is based on:

- Shipment of entire project together to one location
- Structural code and wind speed = 2012 IBC,115 MPH, Exposure C.
- Confirmation of pole locations prior to production

Thank you for considering Musco for your sports lighting needs. Please contact me with any questions.

Shane White

Musco Sports Lighting, LLC Phone: 801-201-2536

E-mail: shane.white@musco.com

Project # 170844





Project Specific Notes:

Project Information

170844 Project #: Project Name: Fields At Little Valley Phase 5 Date: 02/25/16 **Project Engineer: JBatters** Sales Representative: Shane White Control System Type: Control and Monitoring Communication Type: Digital Cellular Scan: 170844A Document ID: 170844P1V1-0225132908 Distribution Panel Location or ID: Service 1

Total # of Distribution Panel Locations for Project:

Design Voltage/Hertz/Phase: 480/60/3 Control Voltage: 120

Equipment Listing

DESCRIPTION	APPROXI	MATE SIZE
1.Control and Monitoring Cabinet	24	X 72
2.Control and Monitoring Cabinet	24	X 48
	QTY	SIZE
Total Contactors	16	30 AMP
Total Off/On/Auto Switches:	3	

Materials Checklist

Contractor/Customer Supplied:

- □ A single control circuit must be supplied per distribution panel location.
 - If the control voltage is NOT available, a control transformer is required.
- ☐ Electrical distribution panel to provide overcurrent protection for circuits
 - Thermal/Magnetic circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- ☐ Wiring:
 - Dedicated control power circuit
 - Power circuit to and from lighting contactors
 - Harnesses for cabinets at remote locations
 - Means of grounding, including lightning ground protection
- □ Electrical conduit wireway system
 - Entrance hubs rated NEMA 4: must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Control circuit lock-on device to prevent unauthorized power interruption to control power
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central ™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation. Note: Activation may take up to 1 1/2 hours

IMPORTANT NOTES

- Please confirm that the design voltage listed above is accurate for this
 facility. Design voltage/phase is defined as the voltage/phase being connected
 and utilized at each lighting pole's ballast enclosure disconnect. Inaccurate
 design voltage/phase can result in additional costs and delays. Contact
 your Musco sales representative to confirm this item.
- In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
- One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are UL 100% rated for the published continuous load. All contactors are 3 pole.
- If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
- 5. A single control circuit must be supplied per control system.
- Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

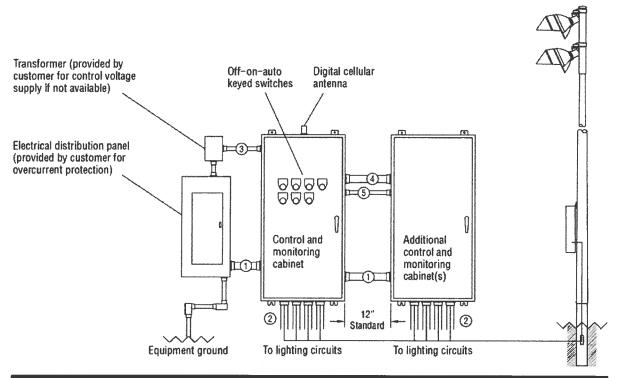
NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements



Fields At Little Valley Phase 5 / 170844 - 170844A Service 1 - Page 2 of 4

R60-33-00_C

Control-Link. Control and Monitoring System



Wire	Description	# af Wires	Typ. Wire Size (AWG)	Max. Wire Length (FT)	Wire from Musco	Notes
1	Line power to contactors, and equipment grounding conductor	Note A	Note B	27	No	A – E
2	Load power to lighting circuits	Note A	Note B	N/A	No	A – D
3	Control power (dedicated, 20A)	3	12	N/A	No	C, D
4	Control harnesses	Note F		8.	Yes*	C, D, F
5	Communication cable (RS – 485)	1		8.	Yes*	C, D

Notes:

- A. Voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. Minimum conduit diameter.
 - a. Wire 4 requires 2" (for connector ends to pass through).
 b. Wire 5 requires 1" (for connector ends to pass through).

 - c. All other conduit diameters should be per code.
- D. Refer to control and monitoring system installation instructions for more details on equipment information and the Installation requirements.
- Contact Musco if maximum wire length from circuit breaker to contactor exceeds value in chart.
- F. Number of wires = 6 power wires + 2 wires per zone (see circuit summary by zone chart for the number of zones).

IMPORTANT: Communication wire (5) must be in separate conduit from any AC power wiring (1, 2, 3, 4). Control (3, 4) wires must be in separate conduit from line and load power wiring (1, 2).

*Musco supplied wire harnesses are provided in standard 8-foot lengths.

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Fields At Little Valley Phase 5 / 170844 - 170844A Service 1 - Page 3 of 4

SWITCHING SCHEDULE

Field/Zone Description	Zones
Field 1	1
Field 2	2
Volleyball Courts	3

CONTROL POWER CONSUMPTION						
120V Single Phase						
VA loading	INRUSH: 4523.0					
of Musco	of Musco					
Supplied	SEALED: 521.8					
Equipment						

BALLAST SPECIFICATIONS .90 Minimum Power Factor	VOLTAGE: 480v		THREE PHASE				
BALLAST OPERATING VOLTAGE	208	220	240	277	347	380	480
1500 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	8.6	8.3	7.5	6.5	5.1	4.7	3.7
1000 Watt Metal Halide Lamp Operating line amperage per fixture- maximum	6.5	6.4	5.8	4.9	4.0	3.6	2.9

CIRCUIT SUMMARY BY ZONE							
POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE	
S1	Field 1	6	14.8	30	C1	1	
S2	Field 1	6	14.8	30	C2	1	
S3	Field 1	6	14.8	30	C3	1	
S5	Field 1	6	14.8	30	C4	1	
S6	Field 1	6	14.8	30	C5	1	
S11	Field 1	6	14.8	30	C6	1	
S5	Field 2	6	14.8	30	C7	2	
S6	Field 2	6	14.8	30	C8	2	
S7	Field 2	6	14.8	30	C9	2	
S8	Field 2	6	14.8	30	C10	2	
S10	Field 2	6	14.8	30	C11	2	
S11	Field 2	6	14.8	30	C12	2	
P1	Volleyball Courts	3	7.4	30	C13	3	
P2	Volleyball Courts	3	7.4	30	C14	3	
P3	Volleyball Courts	3	7.4	30	C15	3	
P4	Volleyball Courts	3	7.4	30	C16	3	



Fields At Little Valley Phase 5 / 170844 - 170844A Service 1 - Page 4 of 4

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
11	1	C1	Pole S1	14.80		
1	1	C2	Pole S2	14.80		
1	1	C3	Pole S3	14.80		
1	1	C4	Pole S5	14.80		
1	1	C5	Pole S6	14.80		
1	1	C6	Pole S11	14.80		
1	1	C7	Pole S5	14.80		
1	1	C8	Pole S6	14.80		
1	1	C9	Pole S7	14.80		
1	1	C10	Pole S8	14.80		
1	1	C11	Pole S10	14.80		
1	1	C12	Pole S11	14.80		
2	1	C13	Pole P1	7.40		
2	1	C14	Pole P2	7.40		·
2	1	C15	Pole P3	7.40		
2	1	C16	Pole P4	7.40		

ZONE SCHEDULE						
			CIRCUIT DESCRIPTION			
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	POLE ID	CONTACTOR ID		
Zone 1	1	Field 1	S1	C1		
			S2	C2		
			S3	C3		
			S5	C4		
			S6	C5		
			S11	C6		
Zone 2	2	Field 2	S5	C7		
	1		\$6	C8		
			S7	C9		
	1		S8	C10		
			S10	C11		
			S11	C12		
Zone 3	3	Volleyball Courts	P1	C13		
			P2	C14		
			P3	C15		
			P4	C16		

PROJECT SUMMARY



MY PROJECT

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1500W MZ 1500W MZ 1500W MZ 1500W MZ

Pole Height

Pole / Fixture Summary

1500W MZ 1500W MZ

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P3

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1500W MZ

Name: Fields at Little Valley Phase 5

Location: St. George, UT

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98 98 12 56.3 kW 18.77 kW 56.3 kW Volleyball Courts Description Field 2 Field 1 Group Summary Group M N ပ

Fixture Oty

Groups

Ave/Min 1.78 1.19

Max/Min 2.38 1.32

Max £ 4 52

Min 6 2 33

> Constant Constant

Horizontal Illuminance Horizontal Illuminance Horizontal Illuminance

Calculation Metric

Calculation Grid Summary

Grid Name

Field 1 Field 2

13

Constant

Volleyball Courts

Light Level Ave 33.6 32.1 47

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ENGINEERED DESIGN

We Make It Happen

By: Jacob Batterson File # / Date: 170844A

22-Feb-16

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THIS GRID 6 *9/9 POLE 1500W MZ 1500W MZ MOUNTING HEIGHT 70' EQUIPMENT LIST FOR AREAS SHOWN GRADE ELEVATION SIZE 2 55-56, 511 LOCATION 51-53 F

* This structure utilizes a back-to-back mounting configuration



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	: Valley Phase 5	
	Fields at Little	St.George, UT
PROJECT	Name:	Location:

	Field 1	405' x 220'	30.0' x 30.0'
SRID SUMMARY	Name:	Size:	Spacing:
GRID			

Height: 3.0' above grade

170'

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VDLES

CONSTANT ILLUMINATION	IINATION
SUMMARY	HORIZONTAL FOOTCAN
	Entire Grid
Scan Average:	33.57
Maximum:	45
Minimum:	19
Avg / Min:	1.78
Max / Min:	2.38
UG (adjacent pts):	1.57
S	0.70
No. of Points:	112
LUMINAIRE INFORMATION	7
Luminaire Type:	Green Generation
Design Usage Hours:	S,000 hours
Design Lumens:	134,000
Avg Lamp Tilt Factor:	1.000
No. of Luminaires:	36
Avg KW:	Avg KW: 56.3 (61.2 max)

Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the design

usage hours of the system.

Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details.

Draw Chart and/or the "Musco Control System Summary" Electrical System Requirements: Refer to Amperage for electrical sizing.

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SCALE IN FEET 1:80

nominal voltage at line side of the ballast and structures Installation Requirements: Results assume +/- 3% located within 3 feet (1m) of design locations.

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dimensions are relative	point(s) \otimes
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By: Jacob Batterson

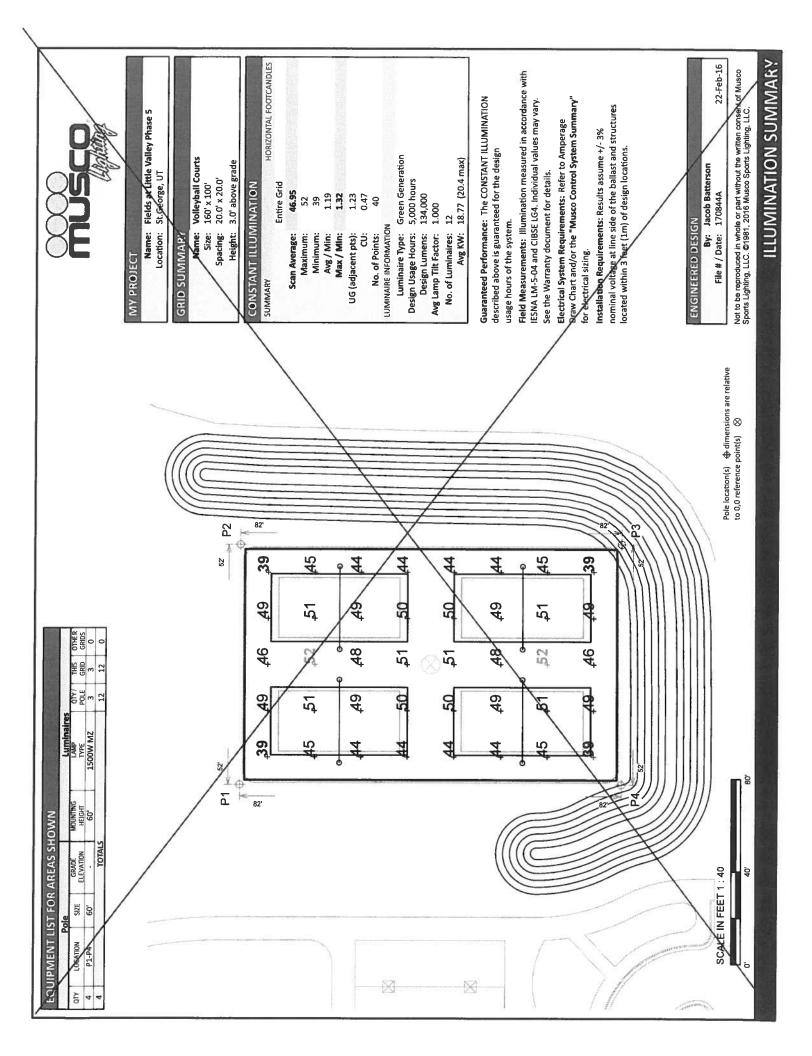
ate: 170844A

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22-Feb-16

	GRID SUMMARY GRID SUMMARY Name: Field 2 Size: 445'x 220' Spacing: 30.0' x 30.0' Height: 3.0' above grade GONSTANT ILLUMINATION SUMMARY Maximum: 20 Avg / Min: 1.61 Max / Min: 2.18 UG (adjacent pts): 1.46 CU: 0.72 No. of Points: 1.20 LUMINAIRE INFORMATION LUMINAIRE INFORMATION Luminaire Type: Green Generation Design Usage Hours: 5,000 hours Design Usage Hours: 36.3 (61.2 max) Guaranteed Performance: The CONSTANT ILLUMINATION described above is guaranteed for the design usage hours of the system. Field Measurements: Illumination measured in accordance with IESNA LM-5-04 and CIBSE LG4. Individual values may vary. See the Warranty document for details. Electrical System Requirements: Results assume +/- 3% nominal voltage at line side of the ballast and structures located within 3 feet (1m) of design locations.	ENGINEERED DESIGN By: Jacob Batterson File # / Date: 170844A 22-Feb-16 Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2016 Musco Sports Lighting, LLC.
		Pole location(s) $igoplus$ dimensions are relative to 0.0 reference point(s) $igotimes$
EQUIPMENT LIST FOR AREAS SHOWN Luminaires OTHER	SS	SCALE IN FEET 1: 100

ILLUMINATION SUMMARY



Agenda Item Number : 2E

Request For Council Action

Date Submitted 2016-03-29 15:49:08

Applicant Jeff Peay

Quick Title Little Valley Phase 5 Sports Fields DIXIE POWER Line Extensi

Subject DIXIE POWER Line Extension

Discussion The Little Valley Phase 5 Sports Field project requires additional on-

site power to complete the project. The scope of works includes a required line extension, new transformer, trenching and associated

impact fees.

Cost \$57,159.30

City Manager Necessary cost for the lighted fields may change depending on the

Recommendation decision on number of fields to light.

Action Taken

Requested by Jeff Peay - Park Pla

File Attachments 3-17-16 LV HORSEMANS PARK PH 5 Dixie Power.pdf

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments The Dixie Power contract needs to be executed within 30 days as the

work needs to be completed ahead of the LV PH 5 Sports Field improvements. The improvements are scheduled to begin April 26, 2016. This is required as part of a RAP Tax project and is included in

the RAP Tax budget.

Attachments 3-17-16 LV HORSEMANS PARK PH 5 Dixie Power.pdf

71 E. Highway 56 Beryl, UT 84714-5197 Phone: 435-439-5311

Fax: 435-439-5352



145 W. Brigham Rd. St. George, UT 84790 Phone: 435-673-3297

Fax: 435-673-3315

INVOICE

Date Mar 17, 2016					WO#	160059
ST GEORGE CITY PARKS DEPT. ATTN: MILLIE COCKERILL						
RE: Line Extension To: SG City – Horsema	ns P	ark Soccer F	ields PH	5		
Address: HORSEMANS PARK ROAD			_ City:	ST GEORGE	St	ate: UT
Subdivision: HORSEMANS PARK IN LITT	LE V	ALLEY	L	ot Number(s):		
(Attached is a description of requested servestimate.)	ice,	sketch of the	e line ex	tension, and de	etails of	cost
The costs for the above referenced project a	are:					
Construction Cost:	\$	26,880.30				
Trenching:	\$	2,925.00				
Impact Fees (400 amp 277/480 volt):	\$	27,354.00				
	\$					
Amount Due Before Construction Begins:	\$	57,159.30				
This cost estimate is good for 30 days. be	evor	nd the 30 da	vs the c	osts will require	e an uno	date due to

the increasing cost of steel and materials. The full cost of construction will need to be paid before you can be placed on our construction schedule.

These costs include secondary power lines to the lot(s). It will be the <u>responsibility of the lot owner</u> to provide the service drop to the building.

Line Extension Agreement continued...

The Cooperative will require the following:

- Customer to furnish all Rights-Of-Way/Easements required by the Cooperative in extending electric services. These Rights-of-Way/Easements will need to be recorded.
- Line Extension Agreement to be signed and returned.
- Full payment for Construction Costs, Impact Fees, and Security Deposit if applicable.
- Excavation to sub-grade before work is to begin. All conduit and conductor installed before curb and gutter is laid. All property corner stakes and lot lines surveyed before starting. If all requirements are not followed, there will be an additional cost to the customer.
- Notification of hard excavation including rocks, mud, trash, and high water table. Customer will be charged an additional fee upon completion of the project.
- Signed application form for Membership and Electric Service to be filled out with correct address, subdivision & lot number (If applicable.)

(FAILURE TO DO ANY OF THE ABOVE REQUIREMENTS WILL DELAY THE PROCESS)

Once **all** the above requirements are met the estimated start date will be approximately 2 weeks.

The estimated completion date will be 180 days from start.

When the line extension work has been completed and if the actual cost for construction is less than what was paid, the Cooperative will refund the difference. A refund check will be issued once the work order has been completed and closed out.

The acceptance of the application by the cooperative shall constitute an agreement between the applicant and the cooperative.

NOTE: TRENCHING EXTRA IF IN ROCK!

Signature of Applicant	Cooperative Acknowledgement
Date	Date

Agenda Item Number : 2F

Request For Council Action

Date Submitted 2016-03-29 13:05:08

Applicant C. Hood

Quick Title Bid Award

Subject Padmounted Switchgear for Distribution Feeders and Fusing.

Discussion Anixter is the sole approved provider for Federal Pacific

(manufacturer)which are used on the City's power system

Cost \$152,790.00

City Manager Recommendation

Recommend approval of this sole source.

Action Taken

Requested by Dennis Jorgensen

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Sole Source purchase includes fuse holders

Agenda Item Number : 26

Request For Council Action

Date Submitted 2016-03-28 08:35:34

Applicant C. Hood

Quick Title NJPA Bid Award - Rotary Lift

Subject Rotary Lift Equipment and Installation for new Fleet Facility

Discussion Purchased of the National Joint Purchasing agreement Contract #

061015-RRL(NJPA). Part of the budget items for the new fleet

building.

Cost \$168,169.15

City Manager Recommendation

Recommend approval. Necessary piece of equipment for our new

fleet building

Action Taken

Requested by Courtney Stephens/FI

File Attachments

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Pending Legal Approval.

Agenda Item Number : 2H

Request For Council Action

Date Submitted 2016-03-25 11:36:54

Applicant C. Hood

Quick Title State Contract Bid Award

Subject (2) New 2016 Utility Body for F-350 Crew cabs

Discussion Utility service bodies for these trucks will be off the State Contract

MA340 through Semi-Service of Salt Lake City. Purchased for the

Waters Services Division.

Cost \$78,185.73

City Manager Recommendation

Recommend approval as the current budget contains funds for

endation these two trucks.

Action Taken

Requested by Courtney Stephens

File Attachments

Approved by Legal Department?

Approved in Budget?

Amount:

Additional Comments

The amounts for this purchase are within the approved budgeted

amount.

Agenda Item Number : 3A

Request For Council Action

Date Submitted 2016-03-25 08:12:03

Applicant David Swenson, owner & Mike Draper, Rosenberg

Quick Title Public Hearing/Ordinance - Easement Vacation

Subject Consider vacating a public utilities and drainage easement located

between Lot 51 of Canyon View Ridge Subdivision at Sunbrook, and Lot 62 of Santa Maria at Sunbrook Phase 1 (8 South Emeraud Drive)

Discussion The applicant would like to merge his two lots together into one lot.

The easement is not in use that is located between the two lots and

therefore

Cost \$0.00

City Manager Recommendation

Two lots into one. Recommend approval.

Action Taken

Requested by Todd Jacobsen

File Attachments Lot 62 and 51.pdf

Approved by Legal Department?

Approved in Budget?

Amount:

Additional Comments

Attachments Lot 62 and 51.pdf

PCR ITEM 2A

Amending a Final Subdivision Plat (Lot Merger) Vacating an Easement

PLANNING COMMISSION AGENDA REPORT:

03/22/2016

CITY COUNCIL MEETING:

04/07/2016

AMENDING A FINAL SUBDIVISION PLAT (LOT MERGER)

VACATING AN EASEMENT

Lot 51 of Canyon View Ridge Subdivision at Sunbrook, and

Lot 62 of Santa Maria at Sunbrook Phase 1

Case No. 2016-LRE-007

Request:

Consider Amending a Final Subdivision Plat (Lot Merger), and

Vacating an Easement within two residential subdivision Plat's

Representative:

Michael Draper, Rosenberg Associates

352 E. Riverside Drive #A2 St. George, UT 84790

Property:

Located at 8 South Emeraud Drive (Lot 51) and the lot located to

the west (Lot 62) on Desert Springs Drive (Sunbrook

Development)

Zone:

PD-R

Staff Comments:

The purpose of this Final Subdivision Plat Amendment (Lot Merger) and Vacating an Easement is to join the two lots together into one lot so the owner will have one lot or one tax identification number instead of two and vacate the public utility and drainage easement located between the two lots. Also to bring his lot into compliance with the driveway that is build on the vacant lot.

All aspects of this Final Subdivision Plat Amendment (Lot Merger), and Easement Vacation were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and

approvals.

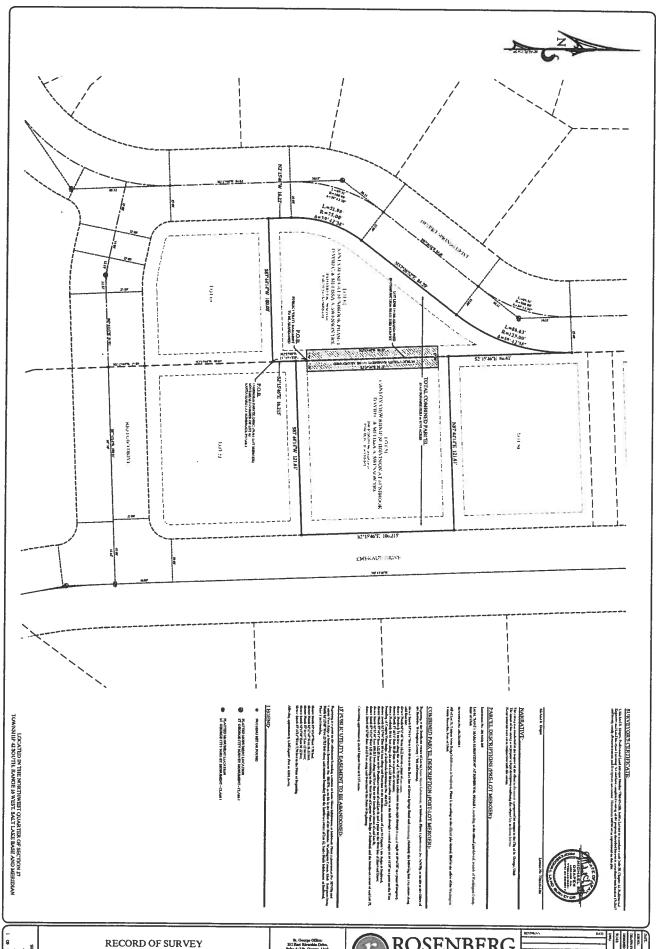
P.C.:

The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat Amendment (Lot Merger),

and Easement Vacation for Lot 51 of Canyon View Ridge

Subdivision at Sunbrook, and Lot 62 of Santa Maria at Sunbrook

Phase 1

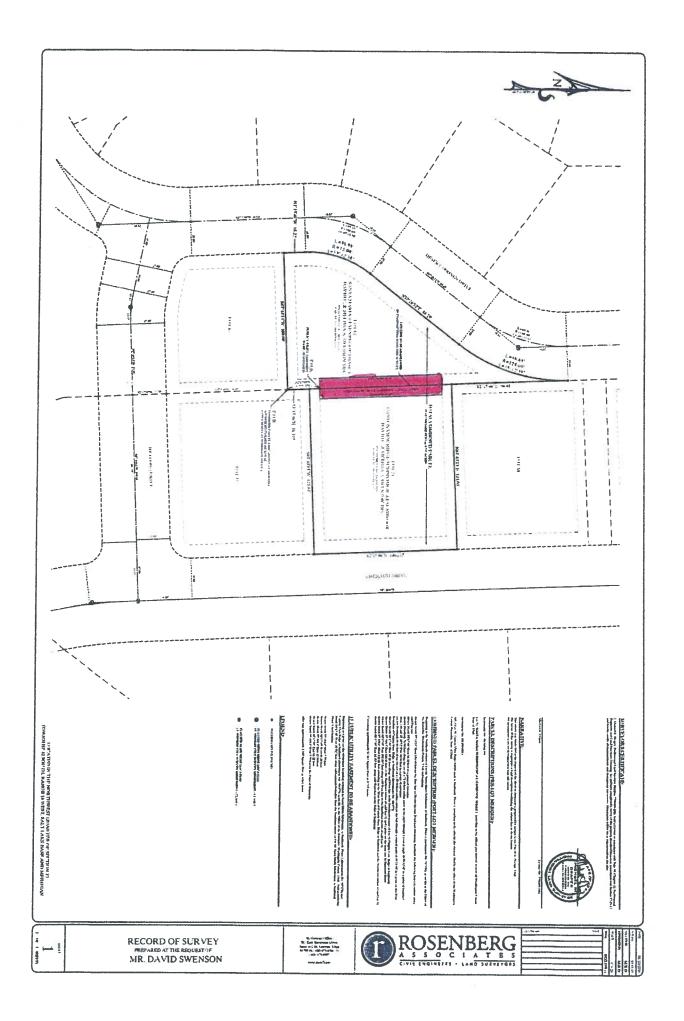


RECORD OF SURVEY
PREPARED AT THE REQUEST OF
MR. DAVID SWENSON

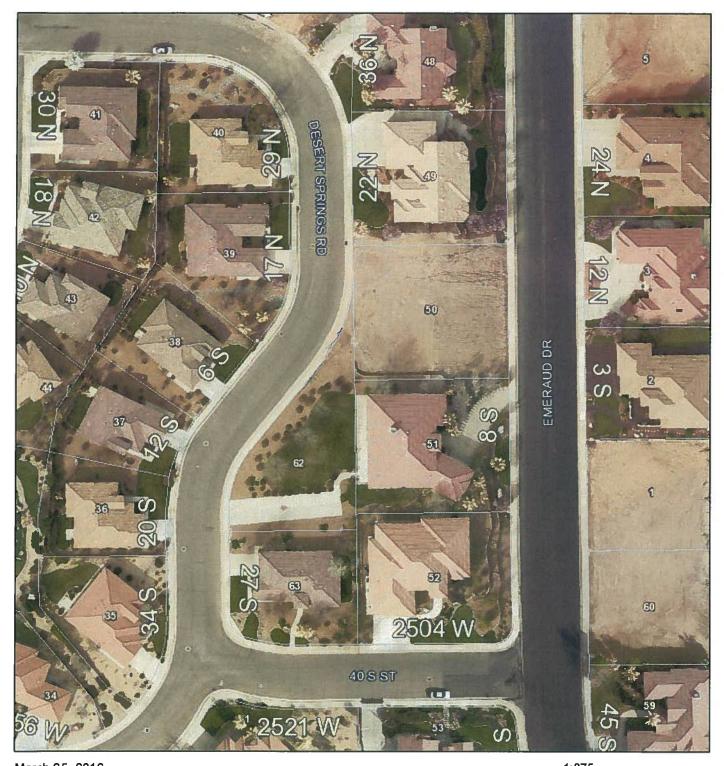
Bt. George Office: 352 East Rivershim Delve, Salte A-2 St. George. Unit 84780 Pt. 4531473-506 Hr 4451473-6397 tower melvillant.







Easement Vacation



1:875 0 0.005 0.01 0.02 mi 1 0 0.01 0.02 0.04 km

When Recorded Return To: City of St. George City Recorder's Office 175 East 200 North St. George, UT 84770

ORDINANCE NO. ______ EASEMENT VACATION TO ACCOMMODATE LOT MERGER

(Lot 51 of Canyon View Ridge subdivision and Lot 62 of Santa Maria at Sunbrook Phase 1 subdivision)

Tax ID: SG-CVRS-1-51, SG-SMSB-1-62

WHEREAS, a Petition has been received by the City Council of the City of St. George requesting that an existing Public Utilities and Drainage Easement, which is more fully described in the attached Exhibit A, which is incorporated herein by reference, which easement belongs to the City of St. George located on the rear lot lines of Lot 51 of Canyon View Ridge subdivision and Lot 62 of Santa Maria at Sunbrook Phase 1 subdivision, on file in the Washington County Recorder's Office by Subdivision Plat, and presently not in use, be vacated; and

WHEREAS, the owner of the property traversed by the easement, as well as the City, have consented to this vacation; and

WHEREAS, the owner of both lots has requested that the City vacate the easement at the back of each lot, in conjunction with the owner merging the lots; and

WHEREAS, it appears that it will not be detrimental to the general public interest, and that there is good cause for vacating said easement, in conjunction with the owner merging the lots.

NOW, THEREFORE, BE IT RESOLVED by the St. George City Council:

The easement described in 'Exhibit A' is hereby vacated. Public Utility and Drainage Easements remain around the perimeter of the merged lots. The owner must comply with all conditions, requirements, and restrictions as approved by City Council, including, but not limited to, a twenty-five foot (25') setback on Lot 62, with primary access from Emeraud Drive, and only secondary access from Desert Springs Road.

This Ordinance shall take effect immediately on the date executed below, and in the manner required by law.

PASSED AND ADOPTED by the City Council of the City of S, 2016.	St. George, this day o
CITY OF ST. GEORGE:	
Jonathan T. Pike, Mayor	
ATTEST:	
Christina Fernandez, City Recorder	
APPROVED AS TO FORM: **YHALLA** Victoria H. Hales, Assistant City Attorney	

EXHIBIT "A"

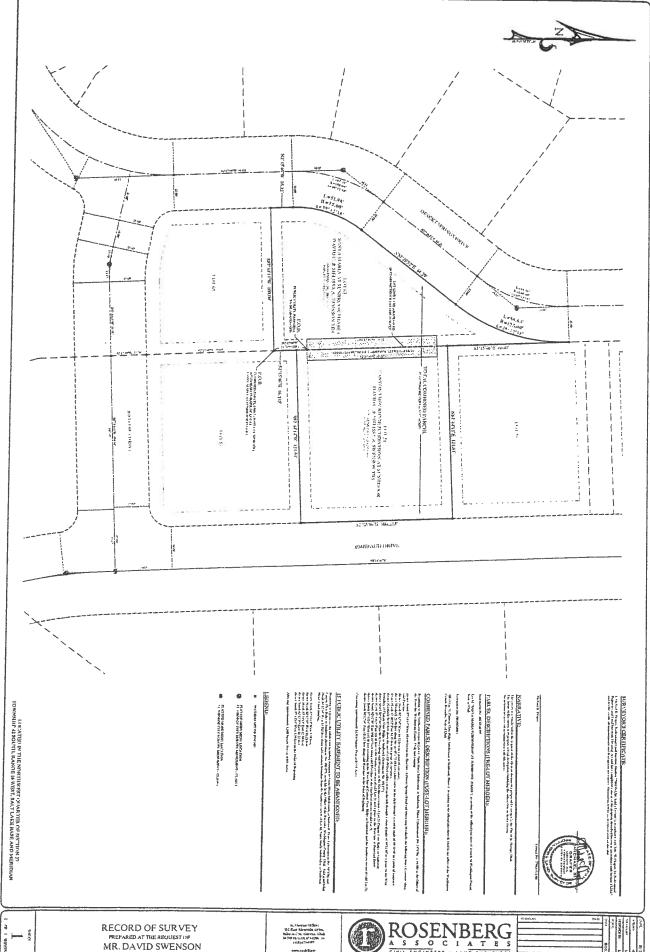
15' WIDE PUBLIC UTILITY EASEMENT TO BE ABANDONED BY THE CITY OF ST. GEORGE, UTAH

Beginning at a point on the subdivision boundary common to Santa Maria Subdivision, at Sunbrook, Phase 1 (Instrument No. 587470) and Canyon View Ridge at Sunbrook (Instrument No. 481477), as on file in the Office of the Recorder, Washington County, Utah. Said point being North 02°15'46" West 23.715 feet along said common boundary from the Southeast corner of Lot 62, Santa Maria Subdivision, at Sunbrook, Phase 1 and running;

thence South 87°44'14" West 7.50 feet; thence North 02°15'46" West 91.22 feet; thence North 87°44'14" East 15.00 feet; thence South 02°15'46" East 91.22 feet;

thence South 87°44'14" West 7.50 feet to the Point of Beginning.

Affecting approximately 1,368 Square Feet or 0.031 Acres.



RECORD OF SURVEY PREPARED AT THE REQUEST OF MR. DAVID SWENSON





RESOLU	JTION NO.	

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF ST. GEORGE, UTAH, AND WASHINGTON COUNTY, UTAH, REGARDING COORDINATION ON THE U.S. BUREAU OF LAND MANAGEMENT RESOURCE MANAGEMENT PLANNING

WHEREAS, The St. George Field Office for the BLM ("St. George Field Office") is currently drafting resource management plans; and

WHEREAS, In 2010, Washington County and the St. George Field Office entered into a memorandum of understanding that recognized Washington County as a cooperating agency for the drafting of the RMPs ("Cooperating Agency MOU" attached as Exhibit A); and

WHEREAS, St. George was not given cooperating agency status even though the planning process involves federally managed land within the city's municipal boundary and involves federally managed lands outside the city's municipal boundary that are used for utilities, transportation, water, and other resources that directly impact the city and its residents; and

WHEREAS, In order to fulfill its cooperating agency responsibilities, Washington County must rely on the expertise of the municipalities and others, such as the Dixie Metropolitan Planning Organization, otherwise the information provided by the county will be incomplete; and

WHEREAS, While the St. George Field Office resisted the county's relying on other entities for appropriate and necessary expertise, it has now, at this late date in the process, agreed that such reliance is appropriate; and

WHEREAS, The terms of this Agreement comply with the Cooperating Agency MOU, in particular as it regards maintaining records as confidential; and

WHEREAS, The Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code Section 11-13-215 ("Interlocal Act") to enter into this Agreement.

NOW, THEREFORE, at a regular meeting of the St. George City Council, St. George, Utah, duly called, noticed, and held on the 7th day of April 2016, upon motion duly made and seconded, it is unanimously:

RESOLVED that the Interlocal Agreement, a copy of which is attached hereto as Exhibit "A", is hereby approved and adopted. A copy of the Amended Agreement is on file in the Office of the St. George City Recorder.

VOTED UPON AND PASSED BY THE ST. GEORGE CITY COUNCIL, WASHINGTON COUNTY, UTAH AT A REGULAR MEETING OF THE ST. GEORGE CITY COUNCIL HELD ON THE $7^{\rm TH}$ DAY OF April 2016.

CITY OF ST. GEORGE

ATTEST:	JONATHAN T. PIKE, MAYOR
CHRISTINA FERNANDEZ, CITY RECORDER	_

INTERLOCAL COOPERATION AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF ST. GEORGE REGARDING COORDINATION ON THE U.S. BUREAU OF LAND MANAGEMENT RESOURCE MANAGEMENT PLANNING

THIS AGREEMENT ("Agreement") is made and entered into by and between Washington County, a political subdivision of the State of Utah ("Washington County" or the "county") and the City of St. George, a Utah municipal corporation ("St. George" or the "city"). The purpose of the Agreement is to establish the means by which coordination will occur between Washington County and St. George in order to allow the county to fulfill its responsibilities as a cooperating agency for the U.S. Bureau of Land Management ("BLM") resource management plans for the Red Cliffs and Beaver Dam Wash National Conservation Areas and the Amendment to the St. George Field Office Resource Management Plan (collectively "RMPs").

RECITALS

- A. The St. George Field Office for the BLM ("St. George Field Office") is currently drafting resource management plans;
- B. In 2010, Washington County and the St. George Field Office entered into a memorandum of understanding that recognized Washington County as a cooperating agency for the drafting of the RMPs ("Cooperating Agency MOU" attached as Exhibit A);
- C. St. George was not given cooperating agency status even though the planning process involves federally managed land within the city's municipal boundary and involves federally managed lands outside the city's municipal boundary that are used for utilities, transportation, water, and other resources that directly impact the city and its residents;
- D. In order to fulfill its cooperating agency responsibilities, Washington County must rely on the expertise of the municipalities and others, such as the Dixie Metropolitan Planning Organization—otherwise the information provided by the county will be incomplete;
- E. While the St. George Field Office resisted the county's relying on other entities for appropriate and necessary expertise, it has now, at this late date in the process, agreed that such reliance is appropriate;
- F. The terms of this Agreement comply with the Cooperating Agency MOU, in particular as it regards maintaining records as confidential; and
- G. The Parties are authorized under the Utah Interlocal Cooperation Act, Utah Code Section 11-13-215 ("Interlocal Act") to enter into this Agreement regarding the sharing of RAP tax revenue.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants hereinafter contained, the parties agree as follows:

- 1. **Provide Information.** St. George City agrees to provide input for the draft RMPs on areas over which it has pertinent expertise, which includes but is not limited to: recreation in the Red Cliffs Desert Reserve, transportation routes inside the city and accessing the city through the Red Cliffs Desert Reserve, water resources, utility needs and utility corridor planning, area tourism, and law enforcement within the city boundaries.
- 2. **Incorporate Information.** Washington County agrees to receive any input from St. George regarding the content of the draft RMPs and to incorporate this input into the county's interactions and written responses with the St. George Field Office.
- 3. **Participation in Meetings.** The Parties agree to involve one or more representatives from St. George in cooperator agency meetings between the St. George Field Office and cooperators where the city determines that its participation would benefit the planning process.

4. Document Sharing.

- (a) The county agrees to share any and all county and BLM documents that the city needs in order to provide input under this Agreement.
- (b) Any internal working document, or document that will become part of the BLM's administrative record for the RMPs, that the city receives from the county—regardless of whether the document was authored by the county, the BLM, or some other party—has been classified as private, protected, or controlled under the Utah Government Records Access and Management Act and may not be shared or distributed by the city. Additionally, the documents from the BLM may have additional legal requirements under the Freedom of Information Act.
- (c) By sharing the records with St. George, the county is not releasing the records to the city.
- 5. Confidentiality. The Parties agree that review of internal working documents and the discussions that occur between the BLM and cooperating agencies are largely confidential until the BLM issues a record of decision for the RMPs. Either party may only share the information obtained through the records or the meetings with representatives from the BLM or other cooperating agencies. Otherwise, the parties agree to keep all information obtained pursuant to this agreement confidential until a record of decision for the RMPs is issued.
- 6. Governmental Immunity. The Parties are governmental entities and subject to the Governmental Immunity Act of Utah, Utah Code Ann. § 63G-7-101, et seq. ("Immunity Act"). The Parties agree that they shall only be liable within the parameters of the Immunity Act. Nothing in this Agreement shall be deemed a waiver of any rights, statutory limitations on liability, or defenses applicable to the Parties under the Immunity Act.
- 7. Legal Compliance. The Parties, as part of the consideration herein, shall comply with all applicable federal, state and local laws, and shall indemnify, defend, and hold one

another harmless from and against any respective claims, actions, proceedings, damages or losses resulting from or arising as a result of any such failure of compliance.

- 8. **Interlocal Agreement.** In satisfaction of the requirements of the Interlocal Act the Parties agree as follows:
- (a) This Agreement shall be approved by each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (b) This Agreement shall be reviewed as to proper form and compliance with applicable law by a duly authorized attorney on behalf of each party, pursuant to § 11-13-202.5 of the Interlocal Act;
- (c) A duly executed original counterpart of the Agreement shall be filed with the keeper of records of each party, pursuant to § 11-13-209 of the Interlocal Act;
- (d) Each party shall be responsible for its own costs of any action done pursuant to this Agreement, and for any financing of such costs; and
- (e) No separate legal entity is created by the terms of this Agreement. To the extent that this Agreement requires administration other than as set forth herein, it shall be administered by the county commission and mayors of signatory municipalities acting as a joint board. No real or personal property shall be acquired jointly by the parties as a result of this Agreement. To the extent that a party acquires, holds, and disposes of any real or personal property for use in the joint or cooperative undertaking contemplated by this Agreement, such party shall do so in the same manner that it deals with other property of such party.
 - 9. **Counterparts.** This Agreement may be executed in counterparts by the Parties.
- 10. **Governing Law.** This Agreement shall be governed by the laws of the State of Utah both as to interpretation and performance.
- 11. **Integration.** Once executed, this Agreement embodies the entire agreement between the Parties and supersedes any prior interlocal agreement(s) between the Parties regarding the distribution of RAP tax revenue. This Agreement shall not be altered except in writing signed by both parties.
- 12. **Third Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the Parties.
- 13. No Waiver of BLM's Coordination Obligations. Nothing in this agreement is intended to, or shall constitute, a waiver by either party of the BLM's (including the St. George Field Office's) obligations to cooperate with local governmental entities in its planning processes or involve St. George as a cooperating agency in the RMPs.
- 14. **Term and Termination.** This Agreement shall be effective the date it is signed by both parties. The Agreement shall terminate upon the BLM's issuance of a record of decision

for all of the RMPs or on December 31, 2020, whichever occurs later. Either party may terminate this Agreement upon ninety (90) days written notice to the other party.

SIGNATURE BLOCK

WASHINGTON COUNTY Alan Gardner, Chair, Washington County Commission Date ATTEST: Kim Hafen, County Clerk-Auditor Date Approved as to form: Deputy Washington County Attorney Date CITY OF ST. GEORGE Jonathan T. Pike, Mayor, City of St. George Date ATTEST: Christina Fernandez, City Recorder Date Approved as to form: Shawn M. Guzman, City Attorney Date

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Questions regarding the eNet? Email: webmaste



Weicome to the City of St. George eNet http://enet.sqcity.org







Christina F

General eNet Access

Forms and Resources

Human Resources

Purchasino Department

Budget & Finance

Service Requests

Technology Services

Permission Level Access (PLA) for eNet User: Christina Fernandez



Budget Review Administration (PLA)

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City Council Action

- → Upload Council Packet → View Agenda List
- → Pending Actions → Submit New Action
- → Action Taken
- Archive

BluCan PIE Chart

CC Agendas/Minutes (ADD) | (EDIT)

View SGPD Employees

View Awarded Bids

Work Meetings Admin

- → Pending Work Meeting Items
 → Submit Work Meeting Item
- City Council Format Admin
- → Agenda Table of Contents
 → Add TOC item to Agenda
- City Council Budget Review
- Agenda Table of Contents → Add TOC Item to Agenda

Planning Commission

Human Resources Admin

City Treasurer

Facility Maintenance Division

1. CONSENT CALENDAR

A. Financial Report For February 2016

2. BID OPENINGS

- A. Blanket Bid Award (Renewal)
- B. Bid Award For Little Valley Phase 5 Sports Fields
- C. Bid Award For St. James Trailliead 60 Foot Pavilion
- D. Little Valley Phase 5 Sports Fields Musco Lighting Equipment
- E. Little Valley Phase 5 Sports Fields DIXIE POWER Line Extensi
- G. NJPA Bid Award Rotary Lift
- H. State Contract Bid Award
- 3. PUBLIC HEARINGS
 - A. Public Hearing/Ordinance Easement Vacation
- 4. ORDINANCES

No pending items under this section

No pending items under this section

- 6. STAFF REPORTS
 - A. Alcohol License Request
 - B. PC Report From March 22, 2016
 - C. Medical Control Services Agreement
 - D. Approval Of Settlement Agreement With Insite Towers
- 7. NEW BUSINESS

No pending items under this section

8. MINUTES

No pending items under this section

9. ADJOURNMENT

No pending items under this section

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Array ([ACCESS] => 1 [LVGENERAL] => 1 [ENETUSER] => Christina Fernandez [EMAIL] => christina fernandez@agcity org [GUID] => 8b333366c109434d9el649ico493018 [PHONE] => 43566721715 [MOBILE] => 4356682174 [IPPHONE] => 403 [POSITION] => Ctly Recorded => Administrative Services [DIVISION] => 10-414 [USERID] => 62331 [LVADDUSER] => 1 [LVADDUSER] =>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT NAME: PHONE (A/C. No. Ext): E-MADDE PRODUCER Shanteile Martinez Western States Insurance Agency Inc (801)798-7461 FAX (A/C, No): (801)798-7462 87 East Center shanteile@westernstatesinsurance.net Spanish Fork, UT 84660 INSURER(S) AFFORDING COVERAGE NAIC # License #: 92455 INSURER A: Citadel Insurance INSURED INSURER B: Slide the City INSURER C: **DBA** INSURER D 59 West 100 South INSURER E : Salt Lake City, UT 84101 INSURER F: **COVERAGES** CERTIFICATE NUMBER: 00000000-647225 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE **POLICY NUMBER** COMMERCIAL GENERAL LIABILITY X Α Y | SLS10004 06/03/2016 06/06/2016 EACH OCCURRENCE 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) X CLAIMS-MADE OCCUR 100,000 MED EXP (Any one person) 3,000,000 PERSONAL & ADV INJURY \$ GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE 3,000,000 \$ PRO-JECT POLICY PRODUCTS - COMP/OP AGG \$ 3,000,000 OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY ANY AUTO BODILY INJURY (Per person) \$ ALL OWNED AUTOS SCHEDULED BODILY INJURY (Per accident) \$ NON-OWNED PROPERTY DAMAGE (Per accident) HIRED AUTOS AUTOS \$ S UMBRELLA LIAB **OCCUR** EACH OCCURRENCE \$ **EXCESS LIAB** CLAIMS-MADE AGGREGATE DED RETENTION \$ \$ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE if yes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT A Y 11 11 A **Property Damage** SLS10004 06/03/2016 06/06/2016 300,000 DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of St. George is listed as an additional primary insured with respect to Slide The City's participation in Slide the City, LLC event located at 700 E from 100 S to 300 S. St. George. UT on 06/04/2016. The City of St. George is Primary and Non-Contributory for on going and Complete Operations, a Waiver of Subrogation applies in favor of the City of St. George. A 30 day Notice of Cancellation will be provided should any of the above described policies be cancelled before the expiration date. **CERTIFICATE HOLDER** CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN City of St George ACCORDANCE WITH THE POLICY PROVISIONS. 175 East 200 North Saint George, UT 84770 AUTHORIZED REPRESENTATIVE

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Agenda Item Number : 6A

Request For Council Action

Date Submitted 2016-03-25 10:20:17

Applicant Fengjing Zheng, of Garden Buffet

Quick Title Alcohol License Request

Subject Consider approval of a request for a Class C Beer License and Local

Consent for Garden Buffet, Located at 987 South Bluff Street Ste. A,

St. George. Applicant, Fengjing Zheng

Discussion Approval of the request for a Class C Beer License and Local

Consent for Garden Buffet, Fengjing Zheng is the applicant.

Cost \$0.00

City Manager Recommendation

Meets our requirements for a restaurant license.

Action Taken

Requested by Laura Woolsey

File Attachments Garden Buffet Redacted.pdf

Approved by Legal Department?

Approved in Budget? Amount:

Additional Comments Mrs. Fengjing Zheng is requesting approval for a Class C Beer

License and Local Consent to apply for a Full Service Restaurant Liquor License from the State of Utah Division of Alcohol for Garden Buffet restaurant, located at 987 South Bluff Street Ste. A, St. George. The business license office has received all the required information including the background history for Mrs. Zheng, no disqualifying factors were found on the background check. Mrs. Zheng currently holds an alcohol license for the Sakura Japanese Steakhouse located at 939 East St. George Blvd. St. George Municipal Code defines a Class C Beer License as a license entitling the licensee to sell beer in original containers of a size not to exceed one quart capacity for consumption on the licensed premises of a restaurant at which food sales constitute no less than seventy percent (70%) of the gross monetary receipts of the licensee's business and in connection with a license issued by the state of Utah to operate as a restaurant liquor licensee. The City has no quota established for Class C Licenses.

Attachments Garden Buffet Redacted.pdf



CITY OF ST GEORGE ALCOHOL BUSINESS LICENSE APPLICATION

175 East 200 North, St. George, Utah 84790

Phone: 435-627-4740

BEER LICENSE APPLICATION

This application must be accompanied by an Applicant's Questionnaire and satisfactory fingerprint cards Applicant must be the owner/operator. If the owner is a corporation, the applicant shall be the corporation's agent; if the owner is a partnership; the applicant shall be a general partner of the partnership.

Please print or type
Type of Alcohol License Applying For:
Class A (This type of License has a quota, please ensure that this type of License is available with Business Licensing)
License is a license entitling the licensee to sell beer on the licensed premises in original containers of a size not to exceed one quart, for the consumption off the premises.
, Class B License
License entitling the licensee to sell beer in original containers of a size not to exceed one quart capacity for consumption on the licensed premises of a restaurant at which food sales constitute no less than seventy percent (70%) of the gross monetary receipts of the licensee's business and in connection with a license issued by the state of Utah to operate as an on premises beer retailer. Golf course premises where beer is sold in connection with hot food preparation at the point of sale shall be included as class B licenses. Class C License
License entitling the licensee to sell beer in original containers of a size not to exceed one quart capacity for consumption on the licensed premises of a restaurant at which food sales constitute no less than seventy percent (70%) of the gross monetary receipts of the licensee's business and in connection with a license issued by the state of Utah to operate as a restaurant liquor licensee.
Class E License (This type of License has a quota, please ensure that this type of License is available with Business Licensing)
License entitling the licensee to sell beer in original containers or on draft in a quantity not to exceed two liters (2 l), for consumption on the licensed premises and in connection with a license issued by the state of Utah to operate as a private club. This license has a
Class EE License (This type of License has a quota, please ensure that this type of License is available with Business Licensing)
License intended to serve the clientele, patrons and guests of significant hotel/convention facilities, which club shall be located in a hotel containing not less than one hundred thirty (130) guestrooms and with a convention or conference facility of not less than four thousand (4,000) square feet, and which club shall not have any separate entrances from outside the hotel facility. The class EE license entitles the licensee to sell beer in original containers or on draft in a quantity not to exceed two liters (2 I), for consumption on the licensed premises and in connection with a license issued by the state of Utah to operate as a private club. Class EE licenses may only be issued to the owner or operator of the qualifying hotel, or a wholly owned affiliate or subsidiary thereof.
Class F License (This type of License has a quota, please ensure that this type of License is available with Business Licensing)
License which entitles the licensee to sell beer and/or permit consumption thereof at recreation and convention facilities, excluding public parks. Under this license, no beer shall be sold in the original containers, but must be first emptied into suitable temporary containers. All sales and deliveries under this license shall be made directly to the ultimate consumer. No beer shall be permitted or consumed, except that which is purchased at the recreation and convention facilities.
☐ Single Event Permit
A permit entitling the permittee to store, sell, serve and allow consumption of alcohol on specifically designated

premises for a period not to exceed seventy two (72) consecutive hours and in connection with a bona fide convention, civic or charitable enterprise conducted by a corporation, church, political organization or incorporated association, or

a recognized subordinate lodge, chapter or unit thereof.

CITY OF ST GEORGE ALCOHOL BUSINESS LICENSE APPLICATION
175 East 200 North, St. George, Utah 84790
Phoger 435-627-4740

1. Name of Business GARDEN BUTFET
Has this name been registered with the State of Utah, Commerce Department? ☐ Yes ☐ No
Ownership Type: Sole Proprietorship LLC
If Corporation or LLC, list Corp./LLC name(Please attach a copy of Certificate of Incorporation/LLC)
2. Business Location 987 S BLUFF St. SteA, St. George, UT 84170.
Business Phone Business Email_SQKWrastGeorge @ GMail. (OM)
Business Mailing Address 39 E St. George BLvd, St. George UT 84770. Street Number City State Zip
Nearest School? 1400 Nearest Park? 4224 In Feet
Nearest Public Library 8 4 4 8 Nearest Public Playground 2 1 2 In Feet In Feet In Feet In Feet
4. Applicant's Name FENGIING ZHENG First Middle Last
Corporation or Partnership Name, (if applicant is an agent) $\frac{\text{YVEYing}}{\text{First}}$ $\frac{\text{ZHENG}}{\text{Middle}}$ Last
5. Please Provide Name and Address of Managing Party (If different from applicant)
Managing Party Name FENGJING 2HENG
Address Street Number City State Zip
Phone Number Email SAKVRASTGEORGE GMAIL.com

6. List Names of Partners, Corporate Officers, Etc. Provide Name, Address, Phone #, Title and Percentage Owned. (Attach additional sheet if needed)

First M Last	Title	Address, City State, Zip	Phone	%
FENGJING ZHEN	=			51
YVEYING ZHONE				49

CITY OF ST GEORGE ALCOHOL BUSINESS LICENSE APPLICATION

175 East 200 North, St. George, Utah 84790

Phone: 435-627-4740

7. Anticipated Business Start Date MAy 2011 Number of Employees 10
8. Federal Tax Number 81-144 (804 State Sales Tax Number 9700631 - 014
9. Who owns the real estate where this business is located?
10. If premises are leased, state whether leased from owner or subleased from prior lessee りいいに
11. Do you own the fixtures at this location? NF If not, please provide the name and address of the owner
12. If you own the fixtures at this location, state the investment which you have in fixtures and equipment \$
13. Total Square Footage of Building 5240 SQ FT
14. Will you serve food? Yes
15. Please provide the name of the person to be in charge of this business during any time that you may be away from the premises.
First FENGING HENG Middle Last 74ENG
Address
Phone Number Email
Applicants Signature FRAGRAUL ZIKALL Date 3/7/2016
STATE OF UTAH) 03/21/2016
) ss. County of Washington)
I, (Print Name) FEGUILM ZHENG. sworn, depose and say the foregoing application is in all respects true and correct, to the best of my knowledge and belief and that I am the above named applicant. I understand that any false information constitutes perjury
SUBSCRIBED AND SWORN TO before me this 21 st day of March 20 16.
My Commission Expires Sep 25 2018 BRYCE HASSHAW Notary Public State of Utah Comm. No. 679974 My Comm. Expires Sep 25, 2018



The distance is shown to the closest school(s) is approx. 3,640 feet

The distance is shown to the closest Park / Playground is approx. 2,900 feet



The distance is shown to the closest church is approx. $\underline{6,300\,\text{feet}}$



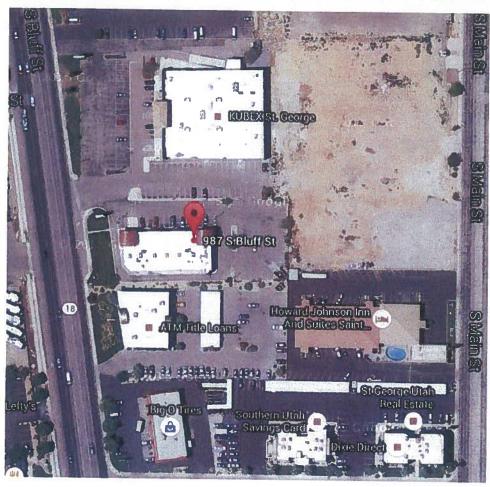
The distance is shown to the **closest Library** is approx. <u>7,300 feet</u>





987 S Bluff Street - C3 Zone





To Whom It May Concern,

I, Fengjeng Zheng, give consent to any authorized representative of the city and/or law enforcement office an unrestricted right to enter the licensed premises.

Sincerely, Fengjeng Zheng 03/21/2016

FZHUIZNY ZHENG.

To whom it may concern,

My name is Johnny Phung. I've known Fengjing Zheng (Jean) for at least 10 years now. She is a wonderful person. We met at a restaurant. She basically taught me how to be a good server. She didn't have to teach me but she took her own time, even when she was busy, to show me how to do things properly. Our relationship has grown over the years. Her family and I have become very good friends. You can say that we're basically family now. She is like a sister to me. She treats me like a brother and takes care of me like one. Jean's work ethics are incredible. She is the best at what she does and always puts others before herself. She's very considerate of everyone she comes in contact with. Jean always does everything by the books. No shortcuts, no laziness. I work for her and her husband now at their restaurant. They are doing very well because Jean has amazing customer service. She takes care of her customers as much as she can. Not only is she great with her customers, She's even better with her employees and coworkers. She's always concerned with their well-being. She makes sure everything is done correctly and properly, She's afraid to get into any trouble. I have worked for 4 years now and I have no complaints. She is a great person, a hard worker, and an amazing boss. I personally would not hesitate to let Jean make big decisions regarding my personal life.

Sincerely,
Johnny Phung

March 7, 2016

To Whom it May Concern

For the last 12 years I have known Fengjing Zheng on a personal and business level. I see her and speak with her at least once a month and as often as 3 times a week.

She conducts herself in a professional manner at all times. I have always known her to be honest and a hard worker.

I bring dentists from all over the U.S. to eat at her restaurant because of the way that she runs her business. She holds herself and her staff to the highest quality and service standards.

Fengjing is a person of high moral character. She is a proper person to be granted an alcohol business license.

Sincerely

Scott Emett

2276 Shilo Circle

St George, Utah 84790

March 7, 2016

To Whom It May Concern

I have been a customer and good friend of Fengiing Zhang for over 10 years. She and her husband are some of the finest people that I know. I would not hesitate in any way to recommend them for a license to open a business or serve alcohol. Fengiing is very careful in everything she does and demands the same from her employees.

Sincerely Jill Emett

Ju Enjett



Sakura Sushi <sakurastgeorge@gmail.com>

Recommendation

1 message

aleeblake <aleeblake@yahoo.com>
To: Sakurastgeorge@gmail.com

Thu, Mar 17, 2016 at 11:37 PM

To whom it may concern:

In the time that I have known Fengjing Zheng, I have been impressed with how well she keeps her life in balance.

Fengjing is a very dependable and honest person. I know that I can rely on her when needed. She can handle whatever comes her way, and still keep calm through it all.

She is business minded, and knows how to manage staff so that everything runs smoothly. Fengjing is reputable and reliable. I am indeed happy for my association with her.

Success is the final product of a job well done. Fengjing has achieved much success, and has all the qualities needed to obtain much more to come.

Sincerely, ALee Blake

Sent from my Verizon Wireless 4G LTE smartphone

Dr. Lary and Shauna Smith

279 S EastRidge Dr. St. George, Ut, 84790 (435)652-2084 ljsmith@infowest.com

16th March 2016

RE: Fengjing Zheng

To Whom it may concern,

I am writing on behalf of Fengjing Zheng. We have been acquainted for many years. I can state that she is a person of excellent character and has a strong commitment to the city and business community of St. George.

She is committed to excellence in her business and has developed a strong customer based-relationship through hard work and providing quality service to her consumers.

We consider Fengjing a great neighbor and friend.

If you have further questions please feel free to contact us.

Laysont Strauma Smith

Sincerely,

Lary and Shauna Smith

Appetizers

	1.50	1.50	2.00	4.95	8.95	9.25	8.95	9.25		325	3.25	3.25	325	3.25
))))))))) j j	g Roll (Vegetable)	ring Roll (Vegetable)	veet Cruller	veet & Sour Fried Wonton	urbecued Pork End	mey Garlic Spare Ribs	r Doo Chicken Wings	ney Garlic Chicken Wings	Soup	msomme Soup	iicken Rice Soup	iicken Noodle Soup	iicken Mushroom Soup	icken Egg Drop & Mushroom Soup

* (Dry Noodles \$0.25 Extra)

Chop Suey & Chow Mein

(Chop Suey + Dried Noodles = Chow Mein)

7.50	7.50	750	7.50	8.20
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Sweet & Sour

1.75	8.50	8.50	9.50	850	8.50	8.50	8.95
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Curry Dichas

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Chicken Dishes

8.95 Chicken with Vegetable & Cashew Nuts Chicken with Garlic Black Bean Sauce Kung Pao Chicken (with Peanuts) Chicken with Vegetable & Almond Chicken with Mixed Vegetable Szechuan Chicken Chicken with Broccoli. Hunan Chicken Satay Chicken Moo Goo Gai Pan

Pork & Beef Dishes

325 325 325

onton Soup (Chicken or Pork)

ot & Sour Soup ...

000	8.50	8.50	8.50	8.50	8.95	8.95	8.95	8.95	8.95	8.95
Pork or Beet with Broccoil	Pork or Beef with Mixed Vegetable	Pork or Beef with Vegetable & Almond	Pork or Beef with Snow Peas (in season)	Pork or Beef with Mushroom	Satay Beef	Kung Pao Pork or Beef (with Peanuts)	Pork or Beef with Garlic Black Bean Sauce	Szechuan Pork or Beef	Hunan Pork or Beef	Ginger Beef
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Seafood

Egg Foo Yong

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Chicken Egg Foo Yong	120000000000000000000000000000000000000	Shrimp Egg Foo Yong 8.9	Mushroom Egg Foo Yong	B.B.Q. Pork Egg Foo Yong 8.5

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Garden Fresh Vegetables & Lotu	Diced Vegetable and Almonds	Sauteed Mushrooms	Mixed Vegetables	Garlic Broccoli	Snow Peas with Baby Corn, Onion, Carrot	Bean Curd with Mixed Vegetables	Ma Po Tofi 🔖

Chow Mein & Lo Mein

90	6	\$	6	6	6	6	Ţ	6	6
Vegetable Lo Mein	Beef / Chicken / Pork Lo Mein	Shrimp Lo Mein	Singapore Style Fried Vermicelli	Shanghai Fried Thick Noodle	Cantonese Chow Mein	Cantonese Lo Mein	Satay Pork / Chicken / Beef Lo Mein 🌤	Szechuan Pork / Chicken / Beef Lo Mein 🌤	Kung Pao Pork / Chicken / Beef Lo Mein 🏖

Special Combination For One

(Please Order By Number)	No.57	Szechuan Beef Fried Rice	No.67	Vegetable Chop Suey Fried Rice	No.7	Mixed Vegetables & Tor Fried Rice	No.8	Vegetable Lo Mein Fried Rice
(Please Order	No.1 750	Pork Chop Suey Fried Rice	No.2750	Beef Mixed Vegetables Fried Rice	No.3750	Gai Ding Fried Rice	No.4750	Kung Pao Gai Ding Fried Rice

You can pick any of the following I item Served with Combo

Sweet & Sour Chicken Ball, Shrimp, Pork Sesame Chicken Lemon Chicken Spring Roll Egg Roll

Note: These Dishes Are Hot & Spicy

FULL-SERVICE RESTAURANT LIQUOR LICENSE

Local Consent

PURPOSE: Local business licensing authority provides written consent to the Alcoholic Beverage Control Commission (1) to issue an on-premise alcohol license for a person to store, sell, offer for sale, furnish, or allow the consumption of an alcoholic product on the premises of the applicant; and (2) to authorize a variance reducing the proximity requirements AUTHORITY: Utah Code 32B-1-202; 32B-5-201 through 203; 32B-5-205 and -206 _____, {1-City[] Town[] County hereby grants its consent to the issuance of a full-service restaurant liquor license to: Business Name (DBA): CTARDEN BUFFET Applicant Entity/Business Owner: FENGTING ZHENG Location Address: 987 S. BLUFF St. STEA **Authorized Signature** Name/Title Date LOCAL CONSENT FOR PROXIMITY VARIANCE In accordance with Utah Code 32B-1-202, the local authority also grants consent to a variance regarding the proximity of this establishment relative to a public or private school, church, public library, public playground, or park. **Authorized Signature** Name/Title Date

This is a suggested format. A locally produced city, town, or county form is acceptable. Local consent may be faxed to the DABC at 801-977-6889 or mailed to: Department of Alcoholic Beverage Control, PO Box 30408, Salt Lake City, UT 84130-0408 DABC Local Consent 1/2012

DRAFT

Agenda Item Number: 6B

Request For Council Action

Date Submitted 2016-03-28 10:20:31

Applicant PC

Quick Title PC Report from March 22, 2016

Subject Consider the Planning Commission report from the meeting held on

March 22, 2016

Discussion Several subdivisions were on the PC agenda and a couple public

hearing dates to be set. Subdivisions consist of two final plat

amendments and four final plats.

Cost \$0.00

City Manager Recommendation

Typical report from the PC with zone change hearings to be set and

plats to be approved.

Action Taken

Requested by

John Willis

File Attachments

Approved by Legal Department?

Approved in Budget?

Amount:

Additional Comments

CITY OF ST. GEORGE WASHINGTON COUNTY, UTAH

PLANNING COMMISSION REPORT: MARCH 22, 2016 CITY COUNCIL MEETING: APRIL 7, 2016

1. PUBLIC HEARINGS TO BE ADVERTISED FOR APRIL 21, 2016

- A. Consider a request to rezone approximately 16.78 acres from R3 (Multiple Family) to PD-R (Planned Development Residential). The project is called the 'Joshuas Phase 2 and 3' and the property is located on Tonaquint Drive. The owner is Salisbury Homes and the representative is Bush and Gudgell, Inc. Case No. 2015-ZC-037. (Staff John Willis)
- B. Consider a zone change request to change the zoning from OS (Open Space) to PD-C (Planned Development Commercial) on approximately 10.43 acres and to approve the layout, landscaping, and site details as presented to develop an outdoor 'RV Storage Facility'. The property is generally located on the east side of Pioneer Road at the intersection of Sugar Leo Road and Pioneer Road (between Pioneer Road and the I-15 Freeway. The property is an island with I-15 to the east and Pioneer Road on the west). The owners are Mr. and Mrs. Denis Lyman, and the representative is L.R. Pope Engineering. Case No. 2016-ZC-013. (Staff Ray Snyder)

2. FINAL PLAT AMENDMENTS (FPA)

- A. Consider amending a final subdivision plat (Lot Merger) and vacating easement within two (2) residential subdivisions being Lot 51 of Canyon View Ridge subdivision at Sunbrook, and Lot 62 of Santa Maria at Sunbrook Phase 1. The representative is Mr. Michael Draper, Rosenberg Associates. The properties are zoned PD-R (Planned Development Residential). Located at 8 South Emerald Drive (Lot 51) and the lot located to the west (Lot 62) on Desert Springs Drive (Sunbrook Development). Case No. 2016-LRE-007 (Staff Todd Jacobsen).
- B. Consider amending the residential townhome final subdivision plat "Temple Shadow Townhomes Phase 2, Amendment No. 3" located at 95 East 400 South Street (downtown). The property is zoned PD-R (Planned Development Residential). The purpose is to join Units 4 and 5 together, eliminating Unit 5 to be known as Unit 4. The representative is Mr. Reid Pope, L.R. Pope Engineering. Case No. 2016-FPA-015 (Staff Todd Jacobsen).

3. FINAL PLATS (FP)

A. Consider a three (3) lot residential final plat subdivision for "Meadows Edge Phase 1" located at approximately 3900 South and Bentley Road (Little Valley Area). The property is zoned RE-20 (Residential Estates 20,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-054 (Staff Todd Jacobsen).

- B. Consider a sixteen (16) lot residential final plat subdivision for "Oakwood Estates Phase 3" located at approximately 3100 South and 3000 East (Little Valley Area). The property is zoned R-1-10 (Single Family Residential 10,000 sq. ft. minimum lot size). The representative is Mr. Brad Petersen, Development Solutions. Case No. 2015-FP-060 (Staff Todd Jacobsen).
- C. Consider a twenty-one (21) lot residential final plat subdivision for "Sun River St George Phase 49" located at approximately 1070 West and 4290 South (north of Fire Station 8). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-004 (Staff Todd Jacobsen).
- D. Consider a twenty-two (22) lot residential final plat subdivision for "Sun River St George Phase 50" located at approximately 1000 West and 4290 South (north of Fire Station 8). The property is zoned PD-R (Planned Development Residential). The representative is Mr. Brandon Anderson, Rosenberg Associates. Case No. 2016-FP-005 (Staff Todd Jacobsen).

4. OTHER BUSINESS

- A. Due to the political caucus meetings held on March 22nd and the commissioner's prior commitments, the Planning Commission (PC) began at 4:00 pm and concluded at 6:30 pm.
- B. The Planning Commission considered a zoning regulation amendment to Title 10 Zoning Regulations Chapter 8A Traditional Neighborhood District ('TND'). However, this item was determined to require further discussion and was halted at 6:30 pm to be continued at the next available PC meeting. Case No. 2015- ZRA-006. (Staff John Willis)
- C. Due to meeting time constraints, this item is to be carried over to the next available PC meeting. It is a request to consider amending the PD-C (Planned Development Commercial) zone to develop the 'Steven Henager College' building on approximately 1.40 acres. The property is located on River Road adjacent to 'Bundy Lane' (1580 South Street). The owner is River Road Investments LLC and the representative is Mr. Mike Sheffield. Case No. 2016-ZCA-011.(Staff Ray Snyder)
- D. Due to meeting time constraints, this item is to be carried over to the next available PC meeting. It is a request to consider amending the PD-C (Planned Development Commercial) zone to develop the 'Restaurants' building on approximately 1.04 acres. The property is located on River Road adjacent to 1450 South Street. The owner is River Road Investments LLC and the representative is Mr. Mike Sheffield. Case No. 2016-ZCA-010. (Staff Ray Snyder)

PCR ITEM 2B

Amending a Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

03/22/2016

CITY COUNCIL MEETING:

04/07/2016

AMENDING A FINAL SUBDIVISION PLAT

Temple Shadow Townhomes Phase 2, Amendment No. 3

Case No. 2016-FPA-015

Request:

Consider Amending a Final Subdivision Plat within a residential

townhome subdivision Plat

Representative:

Ried Pope, L.R. Pope Engineering

1240 East 100 South #15-B St. George, UT 84790

Property:

Located at 95 East 400 South Street (downtown)

Zone:

PD-R (Planned Development Residential)

Staff Comments:

The purpose of this Final Subdivision Plat Amendment is to join

Units 4 and 5 together into one unit, eliminating Unit 5, to be

known as Unit 4.

All aspects of this Final Subdivision Plat Amendment (Lot Merger), and Easement Vacation were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the conditions and

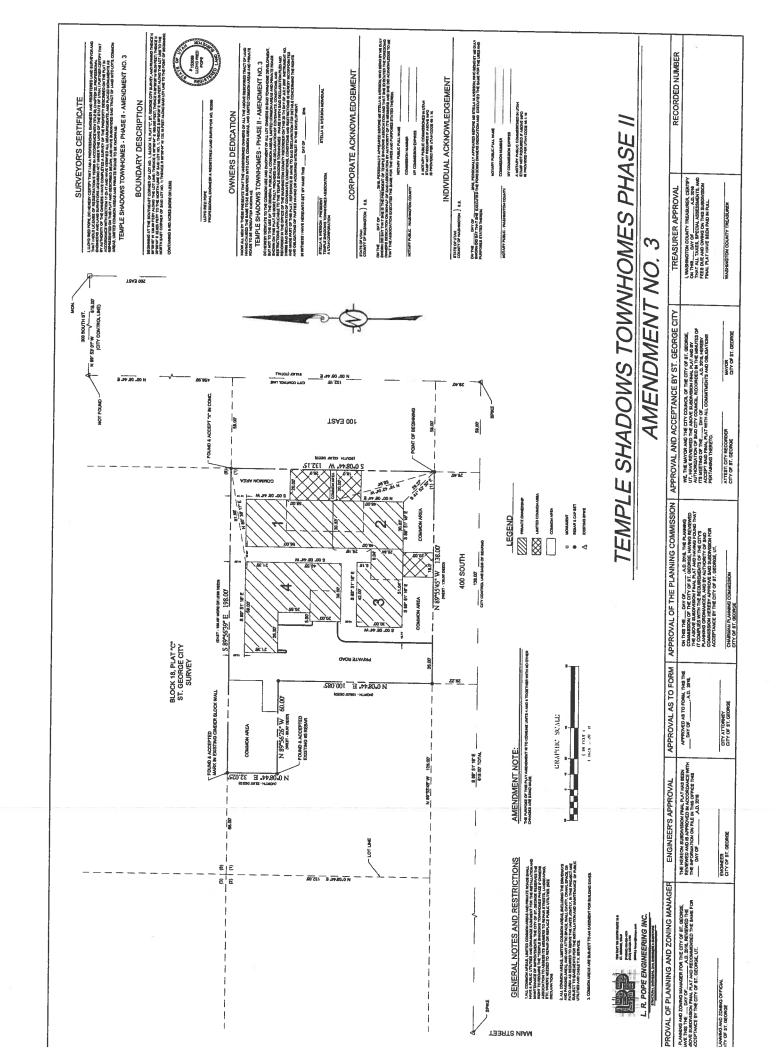
approvals.

P.C.:

The Planning Commission recommends APPROVAL to City

Council of this Final Subdivision Plat Amendment for Temple

Shadow Townhomes Phase 2, Amendment No. 3



PCR ITEM 3AFinal Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

CITY COUNCIL MEETING:

03/22/2016 04/07/2016

FINAL SUBDIVISION PLAT

Meadows Edge Phase 1 Case No. 2015-FP-054

Request:

Consider a 3 Lot Residential Final Subdivision Plat

Representative:

Brad Petersen, Development Solutions 120 East St. George Blvd, Suite #300

St. George, UT 84770

Property:

Located at approximately 3900 South and Bentley Road (Little

Valley Area)

Zone:

RE-20 (Residential Estate 20,000 sq. ft. minimum lot size)

Staff Comments:

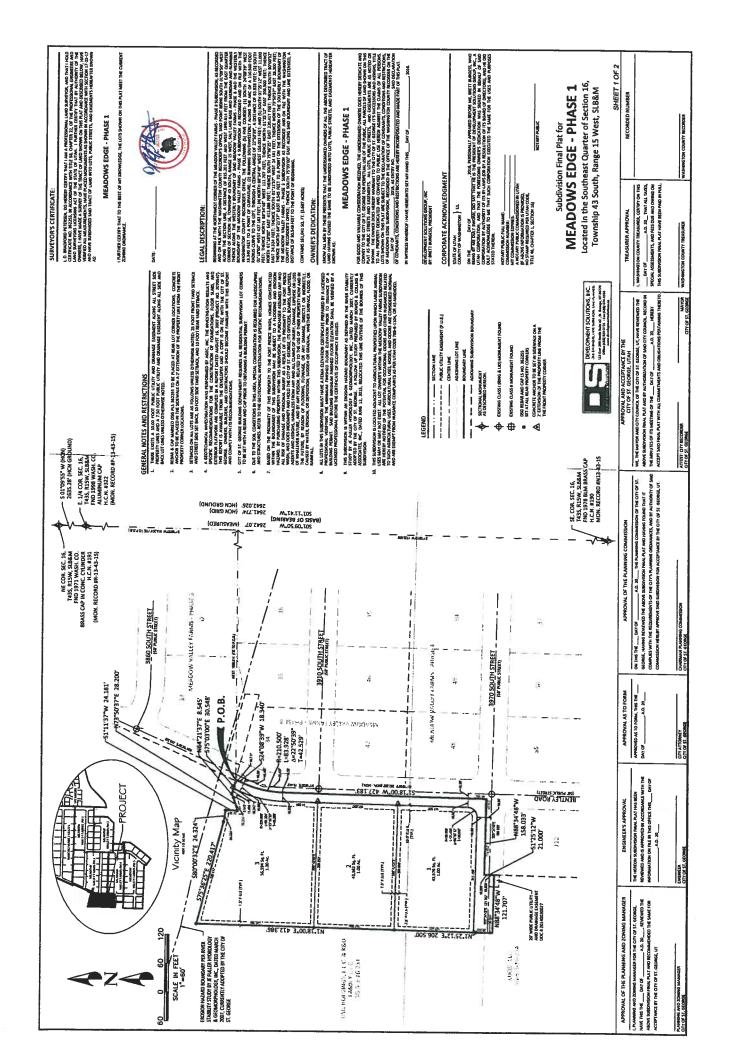
All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the

Preliminary Subdivision Plat conditions and approvals.

P.C.:

The Planning Commission recommends APPROVAL to City

Council of this Final Subdivision Plat for Meadows Edge Phase 1.



OBLIGATION:
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ACKNOWLEDGEMENT BY WASHINGTON CDUNTY WATER CDNSERVANCY DISTRICT:

THE WASHINGTON COUNTY WATER CONSERVANCY DISTRICT HEREBY ACKNOWLEDGES THE MOTIFICATION AND CONSENT TO IMPACT RECOBLISATION ON THIS PLAT.

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WASHINGTON COUNTY \$15

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MERCHANDS

DEVELOPMENT SOLUTIONS GROUP, INC. BY: BRETT BURGESS, PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF UTAH
COUNTY OF WASHINGTON \$ 3.5.

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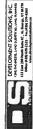
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CORPORATE ACKNOWLEDGMENT (WATER IMPACT FEES)

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COUNTY OF WASHINGTON \$5.5

MOTART PUBLIC

Located in the Southeast Quarter of Section 16, Subdivision Final Plat for MEADOWS EDGE - PHASE 1 Township 43 South, Range 15 West, SLB&M



SHEET 2 OF 2

PCR ITEM 3BFinal Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

CITY COUNCIL MEETING:

03/22/2016 04/07/2016

FINAL SUBDIVISION PLAT

Oakwood Estates Phase 3 Case No. 2015-FP-060

Request:

Consider a 16 Lot Residential Final Subdivision Plat

Representative:

Brad Petersen, Development Solutions 120 East St. George Blvd, Suite #300

St. George, UT 84770

Property:

Located at approximately 3100 South and 3000 East (Little Valley

Area)

Zone:

R-1-10

Staff Comments:

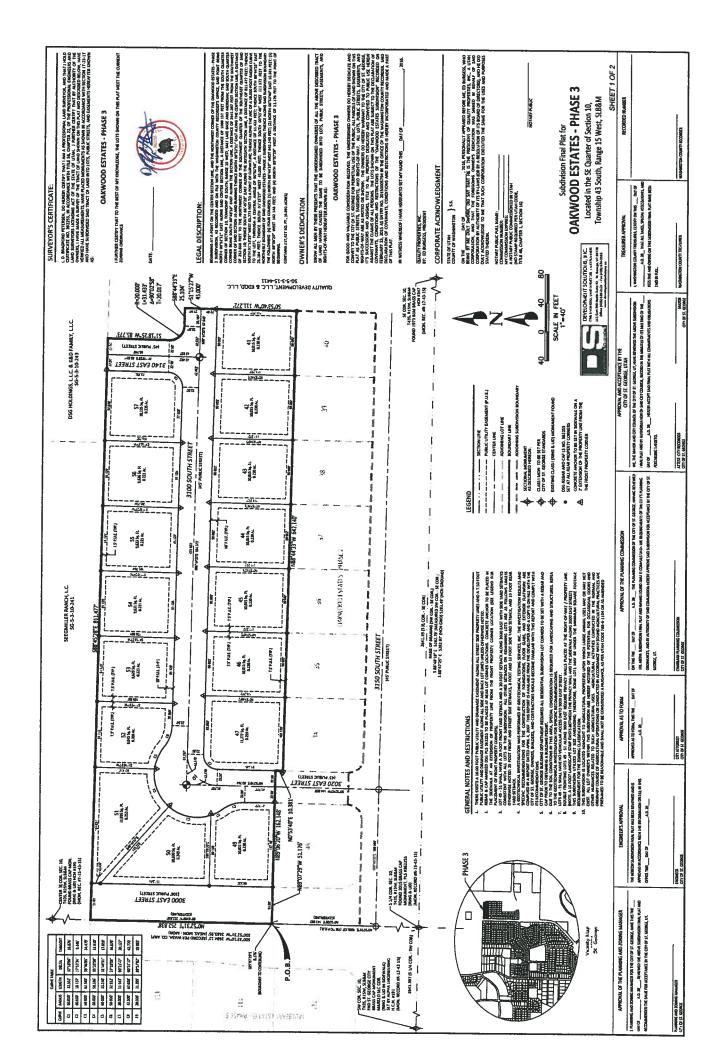
All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the

Preliminary Subdivision Plat conditions and approvals.

P.C.:

The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Oakwood Estates Phase

3.



PREPRIES, INC. A UIAH CORPORATION, AND THAT THE PORTSCHAIG CHANGES CHANGES
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Subdivision Final Plat for OAKWOOD ESTATES - PHASE 3 Located in the SE Quarter of Section 10, Township 43 South, Range 15 West, SLB&M



SHEET 2 OF 2

PCR ITEM 3CFinal Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

CITY COUNCIL MEETING:

03/22/2016 04/07/2016

FINAL SUBDIVISION PLAT

Sun River St. George Phase 49

Case No. 2016-FP-004

Request:

Consider a 21 Lot Residential Final Subdivision Plat

Representative:

Brandon Anderson, Rosenberg Associates

352 E. Riverside Drive #A2

St. George, UT 84790

Property:

Located at approximately 1070 West and 4290 South (north of Fire

Station 8)

Zone:

PD-R

Staff Comments:

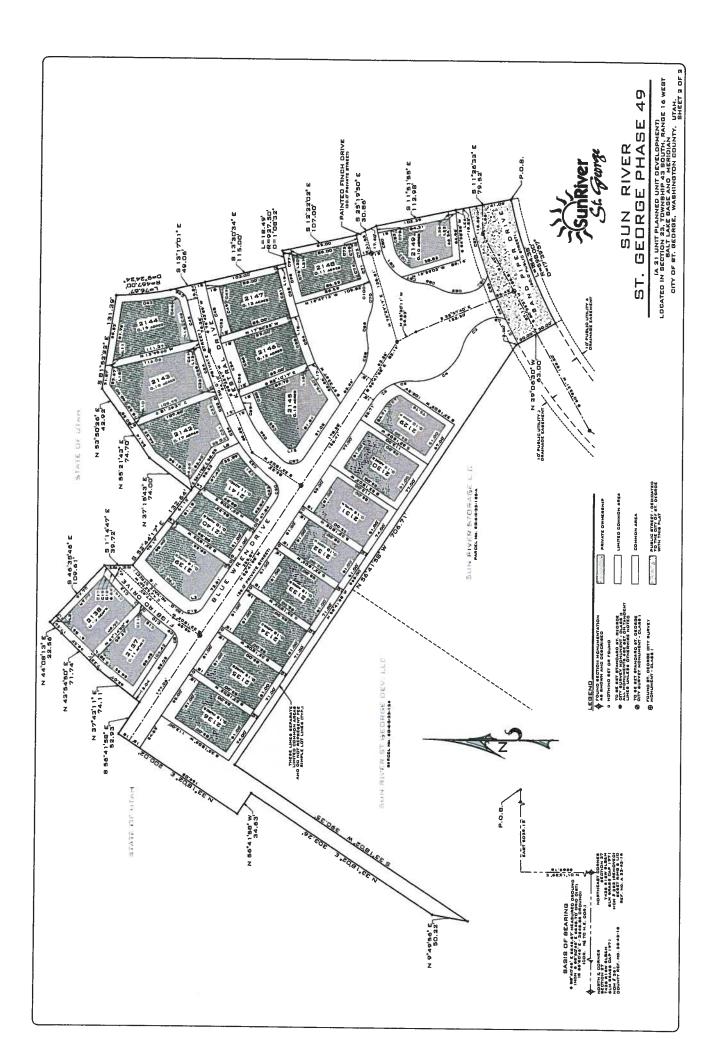
All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the

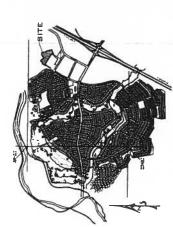
Preliminary Subdivision Plat conditions and approvals.

Recommendation:

The Planning Commission recommends APPROVAL to City Council of this Final Subdivision Plat for Sun River St. George

Phase 49.





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LIMITED LIABILITY COMPANY ACKNOWLEDGMENT:

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BAIT LAKE BASE AND MERIOIAN
CITY OF ST. GEORGE, WASHINGTON COUNTY, UTAM,

SHEET 1 OF 2

ROSENBERG

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PCR ITEM 3D

Final Subdivision Plat

PLANNING COMMISSION AGENDA REPORT:

03/22/2016 04/07/2016

CITY COUNCIL MEETING:

FINAL SUBDIVISION PLAT
Sun River St. George Phase 50

Case No. 2016-FP-005

Request:

Consider a 22 Lot Residential Final Subdivision Plat

Representative:

Brandon Anderson, Rosenberg Associates

352 E. Riverside Drive #A2 St. George, UT 84790

Property:

Located at approximately 1000 West and 4290 South (north of Fire

Station 8)

Zone:

PD-R

Staff Comments:

All aspects of this Final Subdivision Plat were carefully looked at and reviewed by the Public Works Department staff, (which includes New Development Division staff and Planning & Zoning staff) and Legal Department staff and it meets all of the

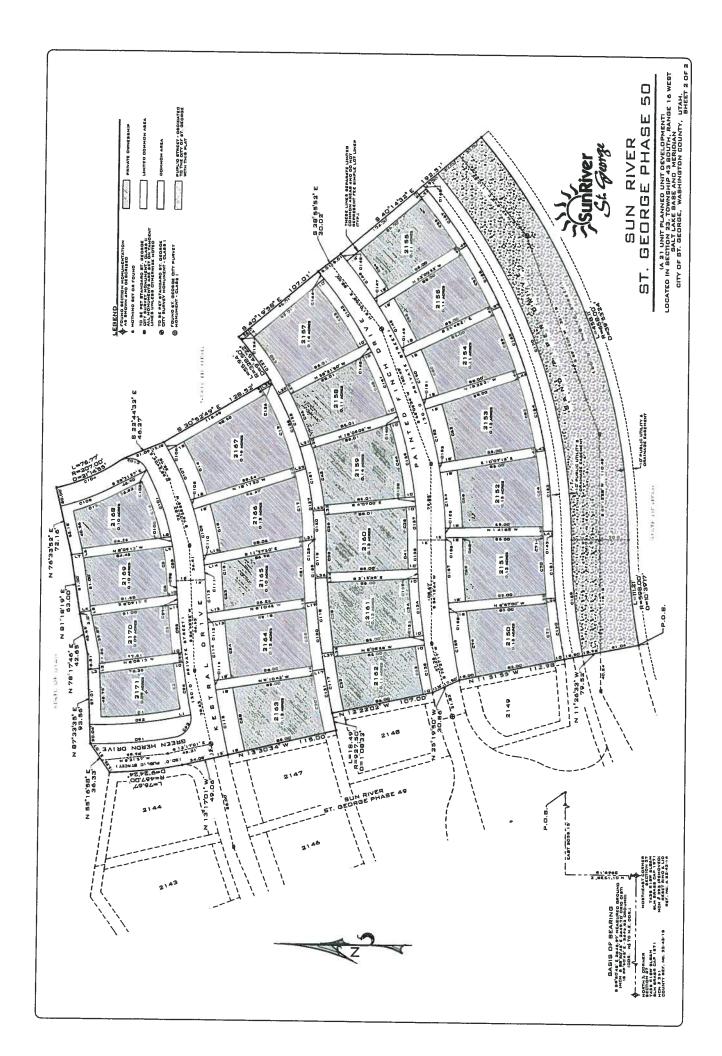
Preliminary Subdivision Plat conditions and approvals.

P.C.:

The Planning Commission recommends APPROVAL to City

Council of this Final Subdivision Plat for Sun River St. George

Phase 50.



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ROSENBERG

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Agenda Item Number : 6C

Request For Council Action

Date Submitted 2016-03-29 14:02:34

Applicant Robert Stoker, Fire Chief

Quick Title Medical Control Services Agreement

Subject Medical Control agreement with the City of St. George Fire and Police

Dispatch and Brett Christiansen, M.D.

Discussion This agreement is for Dr. Brett Christiansen to serve as the medical

control physician for the City of St. George. The agreement will be for the fire and police dispatch departments as required by the State of Utah Bureau of Emergency Medical Services rules for both the fire and dispatch designation and licensing thru the state to provide emergency medical response and emergency medical dispatching. Each department did have a seperate agreement with Dr. David Barnett and are currently changing medical control physicians to Dr. Brett Christiansen and are placing both departments under one agreement. Cost annually will be \$6,000. \$250.00 a month for the fire

department and \$250.00 a month for dispatch.

Cost \$6,000.00

City Manager Recommendation

Recommend approval.

Action Taken

Requested by Robert Stoker

File Attachments Dr Christiansen Contract March 2016.pdf

Approved by Legal Department?

Approved in Budget?

Amount:

Additional Comments

Attachments

Dr Christiansen Contract March 2016.pdf

CITY OF ST. GEORGE PROFESSIONAL SERVICES AGREEMENT WITH BRETT CHRISTIANSEN, M.D. FOR DIRECTOR OF MEDICAL SERVICES

THIS AGREEMENT is entered into effective the ____day of ____2016 by and between the City of Saint George ("EMS Provider") and Brett Christiansen, M. D. a physician resident in St. George. Washington County, Utah ("Medical Director").

RECITALS

WHEREAS, EMS Provider is in need of a medical director to oversee and assist with the emergency medical services program as described in the Utah Emergency Medical Services System Act, Chapter 8a, Title 26, Utah Code (the "Act") for the Fire Department and the Communication Center; and

WHEREAS, Medical Director desires to provide the services and act as the medical director of this program and EMS Provider desires to appoint Medical Director to serve as its medical director; and

WHEREAS, EMS Provider and Medical Director now desire to enter into this agreement to state the terms and conditions under which Medical Director will serve as medical director for EMS Provider.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties covenant and agree as follows:

AGREEMENT

1. Appointment And Duties.

- 1.1. EMS Provider hereby appoints Medical Director to serve as medical director for EMS Provider and Medical Director hereby accepts that appointment. As medical director, Medical Director shall have the following duties and responsibilities described on Exhibit A, which is attached hereto and incorporated herein. In performing the duties, Medical Director shall comply with all applicable laws, including without limitation, the Utah Emergency Medical Services System Act and the rules and regulations promulgated thereunder.
- 1.2. Medical Director shall devote such time, and shall follow such schedule, as deemed necessary to complete his duties outlined herein. Medical Director is employed elsewhere as a practicing physician and shall not be required to devote full-time to performing his work under this agreement.
- 1.3. EMS Provider retains and employs Medical Director, as an independent contractor, to act for and represent it in all matters involved in the performance of services required under this Agreement.

- 1.3.1. It is understood and agreed that Medical Director will provide the services without supervision from EMS Provider. Medical Director is an independent contractor and is not an employee, officer, or agent of EMS Provider for any purposes related to the performance of this Agreement and is not an employee of EMS Provider and is not entitled to any benefits from EMS Provider.
- 1.3.2. Nothing in this agreement shall create nor be construed to constitute a partnership or joint venture between Medical Director and EMS Provider.
- 1.3.3. Medical Director is advised to obtain and maintain in effect during the term of this Agreement medical insurance and disability insurance for all related work performed under this Agreement.
- 1.3.4. Medical Director acknowledges that EMS Provider will not withhold any federal, state, or local taxes, including FICA, nor will EMS Provider provide any unemployment compensation or worker's compensation coverage. As an independent contractor, Medical Director shall be responsible for all taxes, worker's compensation coverage and insurance coverage, and shall hold EMS Provider harmless and indemnify EMS Provider from and against any and all claims related to taxes, unemployment compensation, and worker's compensation.
- 1.3.5. Medical Director shall secure, at its own expense all personnel required in performing the services under this Agreement, if any are needed. The employees of Medical Director shall not be considered to be the employees of EMS Provider nor have any contractual relationship with EMS Provider. Medical Director and its employees shall not hold themselves out as, nor claim to be officers or employees of EMS Provider by reason of this Agreement. The employees of EMS Provider shall not be considered to be employees of Medical Director.
- 1.3.6. Neither party has the right to bind or obligate the other in any way. Medical Director shall not use the name, trademarks, copyrighted materials, or any information related to this Agreement in any advertising or publicity without EMS Provider's prior written authorization.
- 2. Medical License. Medical Director shall, at all time during the term of this agreement, have and maintain a license to practice medicine in the State of Utah. In addition, Medical Director shall have hospital privileges at Dixie Regional Medical Center and shall maintain all licenses and permits necessary to serve as an EMS medical director.
- 3. <u>Best Efforts of Medical Director</u>. Medical Director will faithfully and industriously perform all duties in accordance with generally accepted standards for EMS medical directors in the State of Utah.
- 4. <u>Term of Service</u>. The term of service by Medical Director under this agreement shall commence on the effective date of this agreement and shall continue for a period of one year. At the conclusion of the one year period, this agreement shall automatically renew for an additional year for five consecutive years, unless one of the parties gives the other party written notice to terminate the agreement sixty (60) days prior to the end of the one year

- period. Either party may, with or without cause, end the term of service at any time after the initial one year term by giving to the other party sixty (60) days prior written notice.
- 5. Standard of EMS Services: In providing EMS services, EMS Provider agrees at all times to comply with all applicable laws, including, without limitation, the Utah Emergency Medical Services System Act and the rules and regulations promulgated thereunder, and to comply with industry standards of EMS service providers. EMS Provider will provide to its EMS personnel such materials and equipment as Medical Director shall determine to be reasonably necessary to provide adequate EMS services and training.
- 6. Compensation. In consideration of Medical Director's duties and responsibilities described in Exhibit A, EMS Provider agrees to pay Medical Director the sum of Five Hundred Dollars (\$500.00) per month payable on or before the fifth (5th) day of each month and commencing on the date of this agreement or a lump sum of Six Thousand Dollars (\$6,000.00) per year. In addition EMS Provider agrees to reimburse and compensate Medical Director for the expenses and optional services described on Exhibit B, which is attached hereto and incorporated herein. The reimbursement and compensation for the expenses and optional services outlined on Exhibit B shall be due and payable on the fifth (5th) day of each month.
- 7. <u>Insurance</u>. Medical Director shall maintain and pay for the following insurance coverage for as long as this agreement remains in effect:
 - 7.1. Medical malpractice insurance. The insurance will be provided by the Medical Director and shall provide "claims made" coverage in an amount not less than \$1,000,000.00/\$3,000,000.00.

8. Indemnity.

- 8.1. Medical Director shall indemnify, defend and hold EMS Provider harmless from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including attorneys' fees, arising from or related to any default or nonperformance by Medical Director under this Agreement. The foregoing provision of this Section shall (a) not include an indemnity regarding any matters directly caused by EMS Provider's willful misconduct or negligence, and (b) shall survive the expiration of the term of this agreement.
- 8.2. EMS Provider shall indemnify, defend and hold Medical Director harmless from and against all demands, claims, causes of action, judgments, losses, damages, liabilities, fines, penalties, costs and expenses, including attorneys' fees, arising from or related to any default or nonperformance by EMS Provider under this agreement. The foregoing provision of this Section shall (a) not include an indemnity regarding any matters directly caused by Medical Director's willful misconduct or negligence, and (b) shall survive the expiration of the term of this agreement.

9. Miscellaneous.

- 9.1. Should any party default in any of the covenants or agreements herein contained, that defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement or in pursuing any remedy provided hereunder or by applicable law or in defending in any such action, as applicable, whether such remedy is pursued by filing suit or otherwise. This obligation of the defaulting party to pay costs and expenses includes, without limitation, all costs and expenses, including a reasonable attorney's fee, incurred on appeal and in bankruptcy proceedings.
- 9.2. All notices or communications to be given under this agreement shall be given in writing and either personally delivered or deposited in the mail to the address shown below of the party entitled to receive notice, postage prepaid, registered or certified. The address of either party may be changed by written notice to the other party. Notices are deemed received immediately upon personal delivery or three (3) business days after deposit in the mail as reflected above.

EMS

City of St. George

MEDICAL DIRECTOR: Brett D. Christiansen

PROVIDER:

175 East 200 North St. George, Utah 84770 176 S. 1160 W. Circle St. George, Utah 84770

- 9.3 Time is of the essence in performance of any obligation hereunder.
- 9.4 All negotiations, understandings, representations and preliminary agreements are merged herein. This agreement supersedes and replaces all previous employment agreements entered into by the parties. The parties intend this document to be the final and exclusive expression of their agreement. This agreement may not be modified, amended or revoked unless by a writing signed by all the parties hereto.
- 9.5 This agreement shall be governed, interpreted and construed by the laws of the State of Utah.
- 9.6 This agreement shall apply to, inure to the benefit of and bind all parties hereto, their permitted assigns, heirs, personal representatives and other successors.
- 9.7 The section and other headings contained in this agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this agreement.
- 9.8 The rights of each party under this agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation or other entity without the prior, express, and written consent of the other party.
- 9.9 Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms

and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

9.10 The parties hereto specifically acknowledge and warrant that they have full authority to execute this agreement and to bind the entities represented herein and do so with full representation that all appropriate consents, resolutions, or other such authorization have been obtained to bind the parties herein.

EMS PROVIDER:	CITY OF ST. GEORGE	MEDICAL DIRECTOR:	Brett Christiansen, M.D
Jonathan T. Pi	ke, Mayor	Brett Christiansen, M.D.	prestima M!
Attest:		Approved as to form:	
Christina Fern	andez, City Recorder	Paula Houston, Deputy Ci	ty Attorney

EXHIBIT A

Duties and Responsibilities of Medical Director

- 1. Medical Director shall have and maintain the following qualifications:
 - a. Have an active knowledge of the care for, and regularly participate in the care of, acutely ill or injured patients.
 - b. Be a graduate from a national or Utah state medical director's course and maintain your medical director's certification during the term of this Agreement.
 - c. Maintain current knowledge levels required of a medical director through continuing medical education.
 - d. Maintain current knowledge of EMS laws and regulations.
 - e. Maintain current knowledge of EMS dispatch and communications rules and regulations.
 - f. Maintain current knowledge of local mass casualty and disaster plans.
- 2. Medical Director shall establish and maintain EMS protocols:
 - a. Develop and implement protocols, policies, and procedures for dispatch, triage, treatment, and transport that meet the standard of customary EMS practice.
 - b. Review and revise EMS protocols yearly.
 - c. Establish criteria in the protocol for what level of EMT should respond to calls.
 - d. Establish criteria in the protocol for determining patient destination.
 - e. Establish criteria in the protocol under which non-transport of patients occurs.
- 3. Medical Director shall monitor qualifications of EMT's as follows:
 - a. Ensure appropriateness of qualifications of EMT's and dispatch personnel.
 - b. Recommend certification of prospective EMT's.
 - c. Recommend re-certification of EMT's.
 - d. Recommend de-certification of an EMT to the state when appropriate.
 - e. Suspend EMT's who are not practicing appropriate standards of care in the field.
 - f. Set hiring standards for EMT's.
 - g. Ensure qualifications of EMT's by ongoing skills and knowledge testing, continuing education, and credentialing.
- 4. Medical Director shall promote quality improvement as follows:
 - a. Develop and implement an effective quality improvement program for continuous system and patient care improvement.
 - b. Review cases involving deaths, cardiac arrests/resuscitations, intubations and respiratory distress, major trauma, helicopter transport and patients not transported.
 - c. Participate in "ride-alongs" to directly assess quality of medical care.
 - d. Attend and participate in training with EMS Provider including training with the Communication Center.
- 5. Medical Director shall attend meetings of the local EMS council.
- 6. Medical Director shall serve as a committee member on the City of St. George Ambulances Compliance Committee as required in the St. George City Code Section 3-2F-11

Enforcement, Appeals and Penalties.

- 7. Medical Director shall develop on-line medical control processes and procedures that meet the following criteria:
 - a. Ensure competency of on-line medical control personnel.
 - b. Monitor quality of on-line medical control.
 - c. Provide education and testing of on-line medical control for nurses and physicians.
- 8. Medical Director shall maintain liaison with the medical community, hospital, ER physicians, nurses, dispatchers, and EMT's.
- 9. Medical Director shall interact with regional, state, and local EMS authorities to ensure that EMS standards, needs and requirements are met and resource utilization optimized.
- 10. Medical Director shall report the status of the EMS Provider's system to regional and state administrators.
- 11. Medical director shall advance public education and information to prevent emergencies.

EXHIBIT B

REIMBURSABLE EXPENSES AND OPTIONAL MEDICAL SERVICES

MONTHLY \$250.00 monthly compensation for the Fire Department; and \$250.00 monthly compensation for the Communication Center for a total of \$500.00 per month.

These fees are to cover the services described in Exhibit A incorporated herein by reference.

OPTIONAL MEDICAL SERVICES WHICH ARE NOT INCLUDED IN EXHIBIT A (At Hourly Rate of \$100.00/hour). To the extent that EMS Provider decides to receive the services outlined below, Medical Director shall be given the option to provide the requested services and shall have a first right of refusal before the services can be provided by another medical provider.

- 1. Physical exams: \$50.00 per exam.
- 2. Consulting time for:
 - a. Representation at hearing, City Council meetings, etc.;
 - b. Written and telephone communications; and
 - c. Presentations.

EXPENSE REIMBURSEMENT

- 1. Fees and travel expenses for meetings and conferences EMS Provider requires or asks Medical Director to attend other than those listed in Exhibit A.
- 2. Pager, radio, cell phone if deemed necessary by EMS Provider.
- 3. Uniform deemed necessary by EMS Provider, if any.

DRAFT

Agenda Item Number : 6D

Request For Council Action

Date Submitted 2016-03-29 20:20:38

Applicant

Subject Consider approval of a settlement agreement with Insite Towers, Dixie

Power, Orwin and Velda Gubler, and Gubler Cattle. The parties to the agreement agree that the City will provide electrical service to the Insite Towers site west of Dixie Drive at Insite's expense if the Gublers annex the Gubler property west of the Santa Clara river into the City, the City will waive impact fees for two electrical connections and two water connections on the Gubler property on Indian Hills Drive located in the County and Insite agrees to dismiss the lawsuit filed in the Fifth District Court and the action pending before the Utah Public Service

Commission.

Discussion

Cost \$0.00

City Manager Recommendation

Recommend approval as has been previously discussed.

Action Taken

Requested by Shawn Guzman

File Attachments

Approved by Legal Department?

Approved in Budget?

Amount:

Additional Comments

DRAFT

Agenda Item Number : 6E

Request For Council Action

Date Submitted 2016-03-31 15:36:52

Applicant Slide the City, LLC, Brandon Jay

Quick Title Special Event Request

Subject Consider approval of special event permit for Slide the City event at

100 East from 250 North to St. George Boulevard, Brandon Jay is the

applicant.

Discussion Consider approval of special event permit for Slide the City event at

100 East from 250 North to St. George Boulevard, Brandon Jay is the

applicant.

Cost \$0.00

City Manager Recommendation

Action Taken

Requested by Laura Woolsey

File Attachments Slide The City Event.docx

Approved by Legal Department?

Approved in Budget?

Amount:

Additional Comments

Slide the City, LLC, applicant Brandon Jay, is requesting approval of a special event permit and road closure for the location of 100 East, from 250 North to St. George Boulevard. Slide the City has partnered with the Washington County Children's Justice Center on this event, a portion of the ticket sales that the Washington County Children's Justice Center sells will go to the center. The center will also receive all the booth space rental fees for the vendors at the event and will also receive a fee for each volunteer. The slide is normally 1000 '; however, 100 East will not permit the 1000' and so a shorter slide will be used. Slide the City offers three different tickets: a single slide, triple slide and ultimate slide. They are projecting 3,000 to 4,000 tickets and hoping to sell out at 5,000 tickets. EMT's will be at the event. They will have a dedicated children's lane. Due to the location of the event and the limited parking, the applicant has been asked by staff to provide a shuttle service plan and staff suggested the Main Street parking structure as an option for parking. In the year 2015, Slide the City completed 78 successful events. This year, they will complete over 100 companywide. Two events have been held in Utah, one in Salt Lake and the other in Orem. The minimum age requirement with parent or

guardian present is five years old and 46 inches in height. Children must meet both requirements to participate and must have parent/guardian present. The special event permit will be issued pending all staff and Council approval.

Attachments

Slide The City Event.docx

City of St. George Specia 175 East 200 North St. George, UT 84770	SPECIAL EVENT PERMIT APPLICATION CITY OF ST. GEORGE fal Events Phone: 435-627-4712 E-mail: laura.woolsey@sgcity.org		City Ma Date: Fire: Conditi Police: Applica y.org Other S Date	Date ons of approval: Please see the Secution for approval are staff Approval: ining Event	e:
☐ Film Production ☐ Outdoors Sales	Parade Sport Fun Run Danc		☐ Blo r <u>1000 FT Sli</u>	ck Party p and Slide	Religious
Please print or type EVENT NAME:	lide the City				
1. Location of Event:	1)n 100 E (from	250 N	to St. C	neorge Is	31vd)
2. Name of Organizati	on: Slide The City		it in		· · · · · · · · · · · · · · · · · · ·
3. Date (s) of Event: 06	6/04/2016	Start 1	Date: 06/04/2	016 Start T	ime: 9:00am
4. EVENT DETAILS					
Event	Date(s): 06/04/2016	Start time	9:00am	End time:7	:00pm
Set-up	Date(s): 06/04/2016	Start time:	3:30am	End time: 8	:00am
Clean-up	Date(s): 06/04/2016	Start time:	7:30pm	End time: 1	1:59pm
Is this a recurring event	NO	; daily, weekly			
Is this an Annual Event?	NO II yes	s; Same date a	nd Place?		
5. PARTICIPANTS					
Number of participants	expected: 4500	Number of Vo		Staff:	
Open to the Public Private Group/Party					
If event is open to the public, is it: Entrance Fee/Ticketed					
6. APPLICANT INFO	RMATION	, ,			
Name of Applicant: Bran	don Jay				
Address:59 West 100 So	uth		4		
Day Phone: 801-885-9249 Cell/Other:			E-Mail:		
Mailing Address (if diffe	rent): brandon@slidethecity.co	om			
Event Web Address (if a	pplicable): www.slidethecity.c	om			
Alternate Contact For E	vent: Tina Griffin		Cell Phone	/Other: 435-2	29-1085

E-mail: tinagriffin@q.com

Cell/other:

7. VENDORS/FOOD/ALCOHO	L check all that apply			
Vendors/Merchants Are Vendo		ucts or Services?	Yes No	
			vent Tax Division 801-297-6303	
or you, comparery or	/;		Veris 7 and 571131011 00 1-2571-0303	
Is Food available at the event	Yes No			
	DE les [] NO			
Is the food (please check all that apply)		and a sale		
Given away Catered by res				
			ept., for approval 435-986-2580	
🔀 Alcoholic Beverages will be avai	lable at the event [Yes	No		
Please check applicable				
☐ Beer Stands ☐ Fenced in B	eer Garden			
Selling, Serving, G	iving Away, Alcohol at an	event requires City Coun	cil, City Business License and State	
	nt of Alcoholic Beverage Li			
		<u> </u>		
O TENTREPORA CIRCIOTETOTIO	NO Constants describe on sie	1		
8. TENTS/STAGES/STRUCTUI	CES (include delans on sin	е тар)		
Townson Commiss Plym	(N. W T.	4. (D	12	
Tents/Pop-up Canopies Yes	LINO HOW many I en	ts/rop-up Canopies wil	de used for the event?	
All	Tents/Pop-up Canopies req	uire Inspections from the	SG Fire Department 435-627-4150	
Dimensions of Tents/Pop-up Canop	AC. 4.		,	
	IOX 10			
☐ Temporary Stage	Dimensions:	· · · · · · · · · · · · · · · · · · ·		
Description of Tents/Canopies/Stage	e, etc.:			
O STOR SECTIONS ALLERA	I star marks Catagon to at at-	density and a second		
9. SITE SETUP/SOUND check all	inai appiy (piease inciuae	aetails on site map)		
Fencing/Scaffolding	Anabount for Joseph on Anthony Comments and Anthony	· · · · · · · · · · · · · · · · · · ·		
Barricades			(must obtain priv	rately)
Portable Sanitary Units		_	(must obtain priv	ately
Music if yes, check all that appl	Acoustic A	Amplified		
	escription:			
Fireworks / Fire Performances /		Requires ann	roval from SG Fire Dept. (435) 627-4150	
Propane/Gas On site			from SG Fire Dept. (435) 627-4150	
Trash/Recycle Bin coordination		reduited approval	WCSW (435) 673-2813	
11850/Recycle Bill Cooldination	On Site		WC3W (433) 073-2613	
10. ROAD & SIDEWALK USE p		г тар		
Will Roads & Sidewalks Be Use				
Are you requesting Road Closur	es? Yes No			
An Encroachment Permit is require		idewalk Use. To obtain t	he permit, please contact	
SG City Public Works Dept., 435-	627-4050		- From	
Road Use and Closure L	ocation: 7008 6	2004 100 - 30X	SOUTH ION F 250 N	40
	ocation:		Will stay on sidewalks and	MCD
	sce Datous	TO MILE D	ollow pedestrian laws	کرن
Parade L	ocation;		lumber of Floats:	NC
L raiauc r	ocation,		diliber of Floats.	,
11. SECURITY/OTHER please con	unlate the Security Applica	tion for conveyed of Sacre	entre	
		non jor approvar oj secu	rny	
12. Application fee is based on attend				
S75.00 for attendance under 300				
\$150.00 for attendance over 300				
Total:\$				
By submitting a signed application, the appl	icant certifies that falsifying a	ny information on this appl	cation constitutes cause for rejection or	
revocation of the Permit.	7	7	•	
D. T.	/ (2-111.11	
BROND ON JAY	for the same		3-14-16	
Print Applicant's Name	Applicants Si	mature	Date	
· · · · · · · · · · · · · · · · · · ·		,	~ 414	

EVENT	SPECIAL EVENT	PERMIT AP	PLICATION	Page 3 of 5
	a			
EVENT DESC	RIPTION			
PLEASE DESCRIBE	YOUR EVENT IN DET.	AIL ADD ANY A	DDITIONAL INFO	RMATION OR PAGES
Please be sure	to include any elements	of your event that	will help our review	committee.
Slide the City brings a 1 sunscreen and grab the day in the sun! While ac and dance with their fried. Though the Slide is the to really make it a party boost commerce and inc. As with any event, safet precautions and implement crucial we work with the But why have fun without event and donate some As the market leader, Sin the United States and	ir swimsuits to speed lyenture seekers which hads. main attraction we've a This unique event be crease awareness of y is our number one ented procedures to health departments at doing some good? of our proceeds to the City LLC is a	d down this massize by on inner the got local food prings people from the flocal business priority. We have ensure the safe of each city. At Slide the Citheir cause.	vendors, beverage om far and wide the second to be the se	Slide for a family fun to eat, grab a drink, ges, music and dancing the city center to essary safety eants. As water safety is a charity for every
			*	
12			L.	

Instructions online at www.sgcity.org/forms

EVENT DESCRIPTION

PLEASE DESCRIBE YOUR EVENT IN DETAIL ADD ANY ADDITIONAL INFORMATION OR PAGES

• Please be sure to include any elements of your event that will help with the approval of the event.
SEE EAIBITA

"EHIBITA"



SLIDE THE CITY PROJECT

1) Project Description:

a) Slide the city is a weekend event open to the public. Tickets to ride the slide are available for purchase. The event will require the street to be shut down to vehicle traffic, allowing participants' full access to the slide and local stores. In order to make sure local citizens aren't negatively affected by traffic we work with local law enforcement to help with traffic flow. We have created ingress and egress for driveways, egress and entrance, and fire lanes. Storefronts will remain open and should benefit from increased patronage.

2) Condensed Schedule

- a) An expanded production schedule can be found in the back of this document, the following is a condensed version of the current production schedule
 - i) Saturday [Date], 2015 Set-Up/Event Day

4:00a.m Set-Up, Call Time, Subsequent Inspections, Prep

11:00a.m Event begins

6:00p.m. Shut down event and clear all participants

7:00p.m. Commence full event clean up

11:59p.m. Vacate 100% of site and open street

Up to 4am the next day, any left-over event clean up

3) Venue

a) The venue is located on [Street Name]. The reason for encroaching into [Bottom Street Intersection Name] intersection is safety related (to guarantee a safe stopping distance for the riders of the slide a significant deceleration pool is required). See Appendix V for detailed site map.

b) Traffic Flow

- i) A lane is accessible for emergency vehicles. Traffic flow is regulated by the appropriate signage, and a professional traffic control person(s) with flagging experience.
- c) Signage and Barriers

Directional traffic signage will be placed in advance of the actual closures.
 Exceptions will be signage that cannot be placed until the closure is affected.

d) Power & Distribution

i) Sunbelt will provide the Diesel powered 53 kvw generators to provide temporary power. The generator will be parked on dedicated event street and power distribution will run from that generator to the required areas. Proper cable management shall be applied at all times i.e. ADA cable ramps, strain reliefs etc.

e) Water Management

 A detailed explanation of the water system can be found below in the "Water Management" section.

f) Tent Locations

i) The diagram below represents the event tent plan. Six to Eight 10'x10' canopies shall be located at the bottom of the hill for registration and merchandising, and one 10'x10' canopy will be located at the top of the street for shade. A medical tent will be on site at all times for emergency purposes

g) Medical Location

i) Emergency Medical Technician and an Advanced Life Support Ambulance will be on site the entire day.

h) Traffic Assistance Posts

 Staff is provided by security company these posts require traffic control officers with traffic management experience

4) Water Management/Removal

- a) In [City Name], water for Slide the City will be transported to the slide from a fire hydrant using pumps and hoses. The water will be treated with liquid chlorine. The treated water will recirculate through our pumps and hoses system from the bottom of the slide back to the top of the slide throughout the day.
- b) Estimated water use is 12,000-16,000 gallons
- c) The inflatable slide is equipped with a recirculating water system that recycles the water.

- d) The water on the slide will be tested to maintain proper PH levels every 15 minutes by a professional pool technician to ensure participants safety.
 - i) The water will maintain a PH range of 7.2-7.8 with an ideal range of 7.4-7.6 and free chlorine range of 1-5ppm with and ideal range of 2-4ppm.
- e) All storm drains along the road will be covered with tarps, duct tape and sandbags on top of the plastic. While we anticipate no spillage, as a precautionary measure we will create one or two barriers around the sewer manholes.
- f) Slide the City will acquire, deliver and dispose of all water used on the project in full compliance with local regulations.
 - (Elements included in this system include recirculation hoses and pumps and an external reservoir to hold all water in excess of the capacity of the inflatable slide water system.)
- g) Slide the City has staffed water excavation/transportation expert, Brandon Jay, who oversees all water operations for the franchise.
 - i) <u>Appendix I</u>: Brandon Jays, with Slide the City, previous work with Health Department, Storm Water, and all Regulatory Agencies
 - ii) <u>Appendix II</u>: Brandon Jays, with Slide the City, resume including areas of expertise and references

5) Water Removal

- a) At the conclusion of the event, the water will be collected with pumps and hoses and disposed of in a sewage manhole.
- - i) All of the storm drains along the road will be covered with tarps, duct tape and sandbags on top of the plastic. While we anticipate no spillage as a precautionary measure, we will create one or two barriers around the storm drains.

6) Water System

- a) Initial Water System
 - i) Two high head four inch pumps ran from bottom to top which created too

much pressure and not enough flow. These pumps discharged into a 16,000 gallon water tank that was placed at the top of the slide. Two 2 inch pumps sucked water from the bottom of the water tank discharging over the top and onto the slide. These two pumps were the slide's main water source; one of them supplied the drip line system with water while supplying water on the slide along with the other pump. The chlorine/filtration pump or HVAC pump treated the water at the top of the slide including liquid chlorine treatment at the bottom in the pool. The drip line system had open discharge to the center of the slide without directional spray nozzles. The sixteen thousand gallon water tank was a bottom inlet and a top discharge creating too much pressure for our main line water supply pumps

b) Current Water System

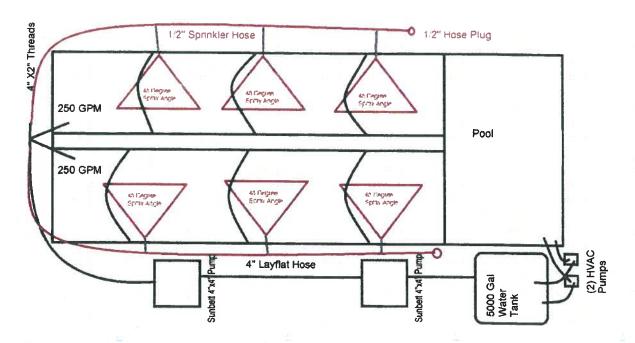
i) The water system is running two low head high volume pumps in line using high pressure lay-flat hose with cam-lock fittings from the bottom to top of the slide. This will reduce the pressure and produce better flow to the top of the slide. There will be a 5,000 gallon water tank at the bottom of the slide which the chlorine/filtration or HVAC pumps will draw water from the pool and filter throw back to the five thousand gallon water tank at approximately 500gpm. After the water is pumped into the five thousand gallon tank it will then be pulled from the tank into the Sunbelt 4" x 4" low head high volume pumps. This will travel five hundred feet up the hill into a Sunbelt 4" x 4" low head high volume pump. This pump will push the water the remaining distance to the top of the slide. Once the water has arrived at the top of the slide there will be a manifold system that disperses the water evenly into two main systems. See Water System Illustration.

(1) The main water supply to the slide

(a) The water will first be released into the pool from the pool it will go through multiple H-vac pumps to get chlorinated and filtered. The HVAC pumps will go from there to a 5000 gallon water tank. There will be a 4"x 4" Sunbelt pump vacuuming up water from the water tank and pumping it half way up the hill into a 4"x4" booster pump. This pump will push the water the rest of the way to the top of the slide, once the water gets to the top of the slide it will get split into two separate 2" nozzle that will push the water down each side of the slide. Each nozzle will be releasing approximately 250 gallons per minute. Water will accumulate in the bottom of the 77ftx22ft shallow reinforced pool.

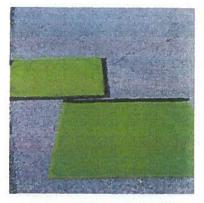
(2) The drip line system

- (a) The secondary drip system will be operated by the main water supply system. At the top of the slide there will be a 4"x2" tee. This tee will supply the water to both of the ¾" poly braided anti-leak hoses. Each of the hoses will have their own control valve. One ¾" poly braid hose will run down each side of the slide. Every 100ft there will be an anti-break ½" tee. This tee will hook the ½" drip lines to the ¾" main supply line, and at the bottom there will be a ¾" plug that blocks off the water allowing the drip line to gain psi and supply each ½" drip line with the correct amount of pressure
- ii) Our drip line system has been updated with directional spray nozzles and shorter rigid discharge piping. This allows us to not only adjust where it sprays but also the volume sprayed. The fittings are also updated to insure no leakage will occur
- iii) Appendix III: Sunbelt Rentals Pump & Power Services letter of recommendation when working with Slide the City LLC.
- iv) Water System Illustration



c) Elimination

i) View video clip showing Slide the City's leak proof slide here: https://www.dropbox.com/sh/mpgc388akrk7z6y/AAC_z6tBw0qXU8EqhO62z IFAa/Slide%20the%20City.mov ii) All additional overlapping pieces were added to the slide to make the slide leak proof. They cover all of the gaps that existed between the different pieces of slide. The additional 5' x 3' pieces of vinyl that have been added to the slide are connected to the slide with industrial strength professional Velcro. These photos and videos demonstrate how the new pieces completely eliminate any leakage from the slide.



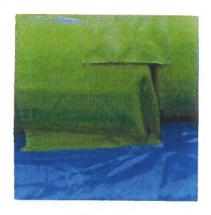
5'x3' pieces used to eliminate leakage. There are 4 of these pieces attached to where each of the slide pieces meet.



The blue overlapping piece lays 4' over onto the next piece of the slide eliminating leakage, and the green side pieces do the same. All of the pieces are held down with industrial strength Velcro that has been sewn onto the slide



Velcro has been sewn onto the slide to hold down the additional pieces that have been added to eliminate leakage



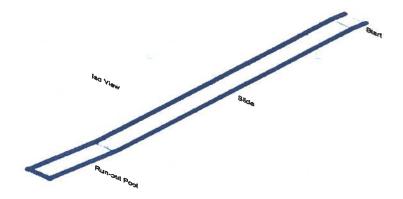
This is a closer look at each intersection of the slide to show how we have used the 5'x3' additional pieces to cover all gaps in the slide this eliminating leakage

7) Site Perimeter Diagrams

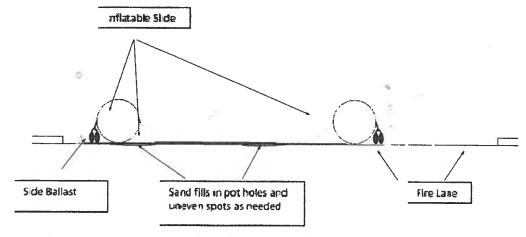
- a) A security company will be utilized to secure the perimeter of the site from 10:00am to 11:59pm on (Date: TBD).
 - i) Event Day Tight perimeter for load in process. Temporary barricades are manned and enable access for emergency and production vehicles

8) Inflatable Water Slide Attraction

- a) Water Slide Location
 - i) The slide will run 1077' in length along-North Temple.
- b) Slide Elevation
 - Streets are chosen that correspond with acceptable grade requirements of the slide. (i.e. Event street must have a slope of 10 vertical feet per 100 horizontal feet. Any street over 20 vertical feet is unacceptable.)
- c) Isometric View of Slide



d) Section View of Slide



 Ballast will be per engineering specifications; typically sand bags are sufficient, especially given the weight of the water in the system. If greater ballast is specified, we will use precast concrete block or water-filled barriers.

9) Public Participation

- a) Members of the public who wish to ride the slide will pre-register at slidethecity.com or at the registration tent the day of the event
 - i) This process shall include a briefing on the slide regulations and the signing of a waiver and release form
 - ii) Upon arrival of event day, participants will check-in at the registration tent, and pick up a registration packet.

10) Safety

- a) Safety Amenities Provided
 - Slide the city will provide the following items in every participants registration packet to ensure the public's safety
 - (1) Mouthpiece
 - (2) Tube (Some packages include tubes. Some packages require a tube to be purchased or brought with participants)
 - ii) 200 foam helmets are offered to participants for additional safety precautions. (helmets must be returned after each use
 - iii) One Advance Life Support Unit and 1 roving EMT will be available throughout the event to handle any emergencies or injuries
 - iv) A security company will line the perimeter of the slide to regulate proper

- slide operations.
- v) Police and Fire Departments are notified by Slide the City and accessible through the duration of the event.

b) Accident/Injury Mitigation Strategy

- i) Three staff members stationed at top of slide regulating throughput of riders on slide
- ii) Up to 8 riders can slide on each lane at a time (each of the two lanes = 11' wide)
- iii) Once a set of riders get 200 feet down the slide, the next set of riders may begin
- iv) Each slider is provided with a mouth guard and required to use a tube. Helmets are also made available for riders
- v) Security personnel stationed along length of slide to avoid anyone entering slide from the side
- vi) Two staff members stationed at bottom of slide to assist riders out of the pool
- vii) 77'pool (1 1/2' deep) at end of slide to slow down riders
- viii)Communication between managers at top and bottom of the slide will be via radio; security personnel will also be on radio communication
- ix) Training for all monitors: managers will be trained the night before the event and all other monitors will be trained day of the event
- x) Pool technician on site during the day to test chlorine levels of water testing done in pool of slide
- xi) Every hour there will be safety check: slide is shut down and checked for rips and tears and monitors are given a break
- xii) ADA County Paramedics will be providing on-site medical services: 2 EMT's w/ fully equipped ambulance
- xiii) Participants must meet the 48" height requirement to ride the slide (this will prevent very young children from riding and hurting themselves).

c) Procedures for Handling Emergencies

- i) Crowd Control issues:
 - (1) Notify local security or police officers of the disturbance
 - (2) Notify Management of the disturbance and ask them to locate security or police officers
 - (3) If local security, police officers, and/or management cannot be reached, call 911.
 - (4) Once all parties are notified make sure to give a written statement about what events transpired.

ii) Injury Related Emergencies

- (1) Notify our local on duty EMT or designated safety person.
- (2) Notify management of the incident and ask them to locate EMT or safety persons.
- (3) If on duty EMT's, designated safety persons, and/or management cannot be reached call 911.
- (4) Once all parties are notified make sure to give a written statement about what events transpired.

11) Safety Checklist for Safe Operational Use of the Slide

- ✓ During setup, check to see if there are any tears in the slide. If so, contact management. *Note: We will have onsite patching available if needed.
 - ✓ Make sure the foam padding is properly placed and attached beneath the slide.
- ✓ Inspect whether all side (bumper) portions of the slip-n-slide side inflate properly.
- \checkmark Wait for management to do a test run of the slide before allowing anyone to participate.
- ✓ Make sure there is someone at the top of the slide regulating the line before allowing any participants.
- ✓ Make sure someone is monitoring the bottom of the slide before allowing any participants.
 - ✓ Get approval from management before allowing any participants.
- Check to see that participants have proper armband or stamps, which verify they have signed all waivers and are eligible to slide.
- ✓ After confirming the proper armbands or stamps are in place, use your best judgment and make sure participant meet all height/weight/age requirements or are accompanied by a parent/guardian.
- ✓ In the event of any accidents notify safety authorities and management immediately. During such instances prohibit further use of the slide until management gives you permission

12) Inflatable Slide Components

These photographs are to acquaint the reader with inflatable hardware and operational components that also apply to our unit that is owned by Slide the City.

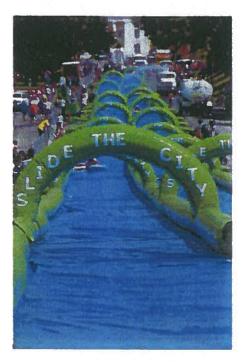


Miniature (in comparison) inflatable slide, photo gives a visual example of the run-out pool at the conclusion of the slide and reasonable detail on how the blowers will attach

a) Basic Components of an Inflatable







b) Event Management

- i) Event Management shall maintain a presence at the "Registration" tent located at bottom of the slide and offer 'customer service' to guests requiring assistance.
- ii) Event directors are available for merchants and residents for all inquiries.
 - (1) Responsible Agency persons on site are:
 - (a) Event Director Taylor Gourley
 - (i) (619)-550-8483, Tr@slidethecity.com
 - (b) Event Director- Rachel Thomas
 - (i) (801)-722-9890, <u>Rachel@slidethecity.com</u>

13) Partnering with Charitable Organization

- a) Slide the City is committed to support national and local non-profit organizations establish stronger communities and contribute to developing nations.
 - b) Benefiting Charities include/have included:
 - i) Generosity Water
 - ii) Ronald McDonald House

"We were so happy to have been chosen as a charitable organization partner during the Slide the City event in SLC. The donation we received for the hours amazing volunteers dedicated to this family fun event went to continue to help us provide a home-away-from-home for families of hospitalized children. Because of this donation, we are able to continue to provide a soft landing place for families that come from all over the globe to receive treatment and care at the amazing medical facilities we have here in Salt Lake."

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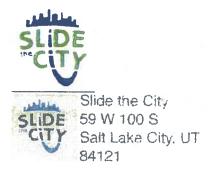
lauren a rmhsle.org



- 14) Production Schedule
 - i) Appendix IV

[Table: Detailed Production Schedule]

Appendix I:



Memo:

To: Health Department, Storm Water, and all Regulatory Agencies

From: Brandon Jay, Pump, Hose and Application Specialist for Slide the City, LLC.

I have been in the liquid moving field for 6 years. I have managed and installed pumps, water filtration systems, sewer rehabilitation bypass systems and more. I am prolific in pumps, hoses, water sanitation, irrigation systems as well as storm drain design and maintenance. I have been employed by Water Movers LLC for the last XX years. Most of the projects I managed were for City Government's water, sewer and storm drain systems throughout the state of Utah. I have worked on large 10 MGD projects and small projects trucking water across the state.

Slide the City has hired me to create and maintain the slide and water system. My responsibilities include but are not limited to; Preventing and make sure there is absolutely no leakage from the slide, creating and maintaining a system that will circulate and recycle the water while the slide is in use.

I have created a system with the help of Sunbelt Rentals Co. so there is no leakage from the slide, pumps, or hoses, and a recycled water system that makes a effective use of the water. The slide has been improved and modified to eliminate leakage. The pumps hoses and generators we use are,

Pumps –Two 4" diesel powered rear end centrifugal, as well as One 2" 110 Volt submersible Hoses- 4" lay flat with Cam-lock fittings, 2" Cana flex hose Generator- Diesel powered 26 kvw

Filtration System- Dual vacuum chlorinating pump

We have a water technician at the top of the slide and one at the bottom of the slide. These two technicians will be measuring the water every 15 minutes and maintaining the proper PH levels of the water. The water will be maintained between a 7.0 to 7.6 PH level. We are using liquid chlorine and hydrochloric acid to keep the water safe and sanitized.

In the unexpected case of spillage, the storm drains along both sides of the street will be covered before the event begins with tarps, duct tape and sandbags. There will be a water truck located at the bottom of the slide in case of emergencies to pump up spilled water into the truck and dispose of it properly. If the city requires more for the protection of their storm drains we are happy to take any other precautionary measures they recommend.

Feel free to contact me at <u>Brandon@slidethecity.com</u> with any questions.

Thanks, Brandon Jay Event Director Side the City

DETAILED SITE MAP

PLEASE INCLUDE OR ATTACH A DETAILED SITE PLAN AND/OR ROUTE MAP. COMPUTER OR HAND-DRAWN SITE PLANS ARE APPROPRIATE. Be aware that if you are faxing a map, many elements may not be visible.

Your map should include:

- The names of streets, placement of barricades, and/or road closures
- · The areas where participants and vendors/merchants will park
- · Parade forming and disbanding areas, bleachers, etc.
- Vendor and booth placement, tables, etc.
- Portable Toilets, fencing
- · Location of Security Personal, information booth, lost and found booth
- Stage, Tents and materials, storage, etc. used in the event.

North



SEE EXHIBIT B"

EXHIBIT B"



Slide the City brings a 1,000ft slip n' slide right onto your city streets. Participants slap on their sunscreen and grab their swimsuits to speed down this massive three-lane Slide for a family fun day in the sun! While adventure seekers whizz by on inner tubes, some stop to eat, grab a drink, and dance with their friends.

Though the Slide is the main attraction we've got local food vendors, beverages, music and dancing to really make it a party. This unique event brings people from far and wide to the city center to boost commerce and increase awareness of local businesses.

As with any event, safety is our number one priority. We have taken the necessary safety precautions and implemented procedures to ensure the safety of our participants. As water safety is crucial we work with the health departments of each city.

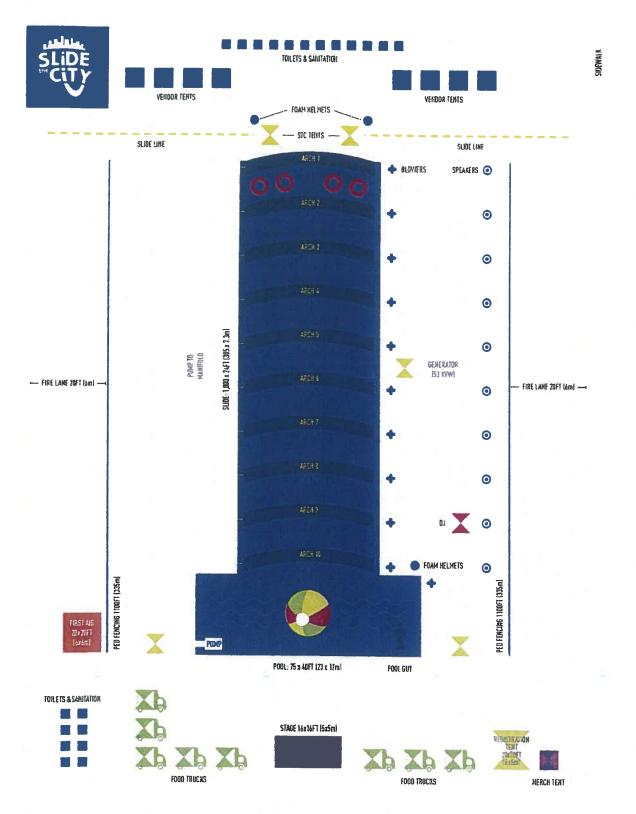
But why have fun without doing some good? At Slide the City we partner with a charity for every event and donate some of our proceeds to their cause.

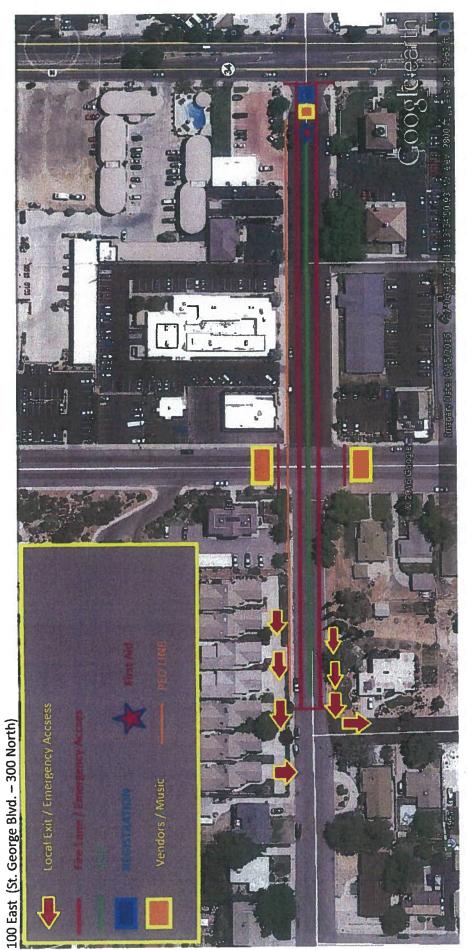
As the market leader, Slide the City LLC is a fast growing company. 2015 will bring over 100 events in the United States and another 100 abroad as we are franchising all over the world.

The above description of Slide the City comes directly from them. For the Friends of the Washington County Children's Justice Center, it is an opportunity to reach a broad cross-section of our community to bring a greater awareness of the services and purpose of the WCCJC; it fulfills a long-time plan to provide a family-friendly/child-friendly event for our community; and, it will raise monies needed for us to further the work of the WCCJC in the future.

We will be using local food vendors which will enhance their exposure to the community as well. The only

Appendix V







City of St. George Special Events Department 175 East 200 North St. George, UT 84770

March 31, 2016

To whom it may concern:

We have been asked to provide information regarding the height and age restrictions on participants and also provide you with the previous locations we operated in the state of Utah in 2015.

Last year our company completed 78 successful Slide the City events. This year, we will complete over a 100 companywide. Last year we had two events in Utah, one in Salt Lake City, Utah on Main Street between North Temple and 300 North—right in downtown. We also did an event in Orem, UT at 800 South between Frontage Rd and 750 East. We had over 150,000 participants last year.

Our minimum age requirement with a parent or guardian present is 5 years old and 46inches. Children must meet both requirements to participate and must have a parent/guardian present.

Please let us know if you have any additional questions.

Sincerely.

David Wulf

Slide the City

Manager

(801)-556-4565

information booth planned at this time will be a booth focused on the services of the WCCJC and how our services can benefit the health of our community's children and families.

SECURITY PLAN APPROVAL REQUEST FORM

All questions must be answered completely or application will not be considered. Please allow TEN (10) days for approval. (Together with this application please provide a written security plan, include names of all security personal.)

EVENT NAME: Slide The City	
Event Location: 700 E 300 S to 100 S	O E From 250 N to St Geo
Type of Event: Slip and Slide	
Date of Event: 06-04-2016	Hours of Event: 9:00am - 7:00pm
Number of Expected Attendance: 4500	Occupancy Load: 1500
Name of Applicant: Brandon Jay	
Address: 59 West 100 South , Salt Lake City Ut 8	84101
Day Phone: 801-885-9249	Cell/Other:
E-mail:Brandon@slidethecity.com	
 A Security Director must be onsite at all tir Shirts or Vests must look the same. "SECU public and the Police Department 	mes with a cell phone; JRITY" must be stated on the shirt or vest so it is visible to the
Police Officers	2 Police Officers per 1 to 300 People
Security Officers in Uniform	3 Security Officers Per 1 to 300 People
Private Citizens in Security Shirts or Vests	4 Private Citizens per 1 to 300 People
Name of Security Contact: Darrin Hallman	Cell Number: 435-680-4660
E-mail: dhallman@lsutah.com	
Comments:	
	application constitutes sufficient cause for rejection or restand that the Police Department may require additional gree to supply the same. Date: 2-18-16
Received Date:	Permit No:
Police Approved:	Date Issued:
Approval with Comments:	

SECURITY PLAN INFORMATION

		Last	Age	Ce	II Phone Number
SEE	ATT	ACHED			
		per of security personal tha	it will be roaming on	the premises of the	e event:
		security plan:			
SEE	AT	TACHED		- Contract of the Contract of	
				VA 40 34 30 30 30 30 30 30 30 30 30 30 30 30 30	
Please mark	on the site p	olan the locations of each s	ecurity person.		
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Security Plan June 04, 2016

Uniformed Officers:

Dixie University Police; 2-4 officers.

Private Security: Tread Armament Defense Division. 8 officers.

Dixie University will be responsible for the East campus. All the parking lots on campus and any other issues that may come up there. They will be a roaming patrol as well.

Private Security will also be a roaming patrol. They will assist with parking and traffic issues. If Law Enforcement is needed they will contact Dixie police or the head security tent to have a patrol officer respond. They will be operating with their own radios. They will not be armed but will be carrying OC and Tazer. (The supervisor over the private security officers will be armed but will carry concealed.)

Security HQ will be set up in the collage parking lot located on 300 South. In the event of a situation involving a lost/found child or adult an announcement can be made through the sound system that will be set up.

Private security personnel:

Christopher Barela (supervisor)

Agents:		Reserve Agents:
Dairus Jensen	Kim Terry	Tyrone Hayward
Chris Teter	Joe Jarvis	Preston Sanders
Mason Buhner	Andre Mortensen	Dan Hathaway
Gino Christian	Hannah Williams	Travis Alexander

VENDOR INFORMATION

Please provide the following information for all vendors. The sublicense fee for each vendor is \$5.00 Special Event Tax Numbers are required for each Vendor. Those Vendors selling, giving away, or preparing food on site are required to obtain approval from the SW Heath Department.

Vendor Name	Phone Number of Vendor	Product or Service to be offered at Event	Payment \$5.00
WAFFLE Bliss	435.313 4446	WAFFles	-
WAFFLE Bliss Loaded Stuff Bug	4352291835	Bungers	
Rica His Pizza	435.674.9922	1,270	
BITES Mini Donus Worlds Best Grand	435.889.0151	DONUTS	
Worlds Best Grand	435-	Corndus	
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information booth planned at this time will be a booth focused on the services of the WCCJC and how our services can benefit the health of our community's children and families.

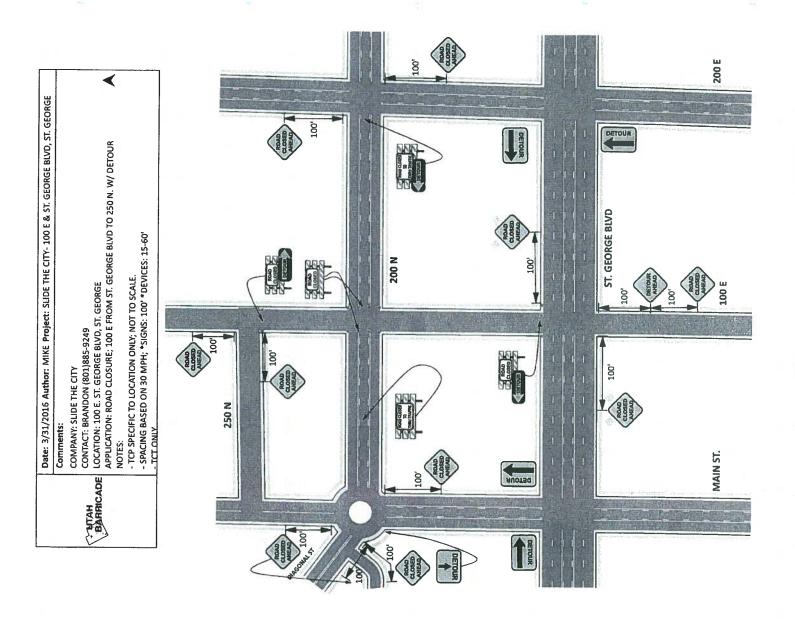


CITY OF ST. GEORGE

Application for Encroachment Permit

Permit #:	
· · ·	1

(Work Cannot Begin Until Permit is Issued)	
CONTRACTOR INFORMATION Company Name: Slide The City Telephone: 801-885-9249 Company Address: 59 West 100 South E-Mail: Brandon@slidethecity.cc On-Site Contact: Brandon Jay Title: Event Director Cell Phone: 801-885-9249	om
ENCROACHMENT INFORMATION: 100 E St GOOR Bul-300) 1. Street Address or Description: 700 East 100 South 300 South	
2. Building Permit: N/A Subdivision/Project Name: Slide The City	
3. Description of Work: Giant Slip And Slide	<u> </u>
4. Requested Permit Dates: From: 06/04/16 To: 06/04/16	
5. Type of Work: Asphalt	e fried
Required Attachments: Traffic Control Plan per MUTCD (by qualified permittee or Barricade Co.) Certification of Insurance (City Listed As Additionally Insured) Permit Bond (\$10,000 minimum) Road Closure Notifications We agree to comply with all conditions, restrictions, and regulations contained in the City of St. George Sta	ndard
Specification for Design and Construction and "Special Limitation" required by the Public Works Director or his authority representative	s duly
Signature of Applicant: Date:	26-16



ST. GEORGE CITY COUNCIL MINUTES REGULAR MEETING FEBRUARY 4, 2016, 5:00 P.M. CITY COUNCIL CHAMBERS

PRESENT:

Mayor Jon Pike
Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Scouts Braden Jones and the invocation was offered by Jim Hetrick with the Community of Christ.

Mayor Pike introduced members of the Youth City Council.

Isaac Gines, with the Youth City Council, presented a PowerPoint presentation covering the following topics: An Annual Tradition; Tour with Reps. Snow and Stanard; Mock Committee and Bill Debate; Meeting with Rep. Last; Luncheon with the Legislature; Education Committee Hearing; and An Incredibly Valuable Experience.

Mayor Pike introduced Paul White. He then read a letter written by Mr. White.

Mr. White mentioned that he was born on March 1, 1966 and now.... "adapting and living".

Mayor Pike mentioned and thanked City staff who attended the State of the City presentation that took place yesterday. The booklet outlining the five year plan is available at City Hall as well as on the City's website. Additionally, he mentioned the George Streetfest that will take place tomorrow, the On Stage production Miss Saigon at the Electric Theater and the St. George Musical Theater production The Wedding Singer at the Opera House.

COMMENTS FROM THE PUBLIC:

Mayor Pike explained that later in the meeting, a 3-member review board will be appointed to review appeals based upon undue hardship or extraordinary circumstances. He outlined the opt out period and mentioned the \$3.12 fee for the recycling program. Notifications in the utility bills, as well as through other means, were given during two months prior to the opt out period. Although staff tried hard to let all customers know about the program, some were not aware of the opt out period.

Resident John James said that he emailed in an appeal about a month ago and has not received a reply. He mentioned that he called to have the can picked up yesterday; however, he will still have to pay the fee. Although he is in favor of recycling, he is opposed to have to be a part of the program. He feels that he was not notified and asked to be allowed to opt out of the program as he lives on Social Security and has not received an increase.

Mayor Pike stated that no plan is perfect. What was done, staff felt was most cost efficient. He mentioned ways customers were notified. If Mr. James would like to apply for an appeal based upon an undue hardship, he is welcome to do so. The longer the life of the landfill can be extended the better.

St. George City Council Minutes February 4, 2016 Page Two

Councilmember Hughes commented that some residents were upset that the program was not mandatory.

AWARD OF BID:

Consider award of bid for a 125 kW natural gas powered generator for Energy Services.

City Manager Gary Esplin advised that this generator is to provide backup power at the new operations building.

Purchasing Manager Connie Hood stated that three bids were received. Cummins Rocky Mountain was the low bidder at \$52,845.

MOTION: A motion was made by Councilmember Arial to award the bid to Cummins

Rocky Mountain for a natural gas powered generator in the amount of

\$52,845.

SECOND: The motion was seconded by Councilmember Baca.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the Flood Street transmission line structure foundations.

City Manager Gary Esplin stated that this item was discussed in last City Council meeting. This project would be to perform foundation work at the bottom of Flood Street next to the freeway.

Purchasing Manager Connie Hood advised that the low bidder was Grand Mesa Electric in the amount of \$87,200.

MOTION: A motion was made by Councilmember Hughes to award the bid to Grand

Mesa Electric in the amount

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider award of bid for the 700 East Cemetery roadway replacement project.

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City Manager Gary Esplin explained this project replaces the road at the City Cemetery and is included in the current budget. Progressive Contracting is the low bidder at \$71,000.

MOTION: A motion was made by Councilmember Randall to award the bid to

Progressive Contracting for the 700 East Cemetery roadway replacement

project in the amount of \$71,000.

SECOND: The motion was seconded by Councilmember Arial.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider rezoning approximately 0.176 acres from PDR (Planned Development Residential) to RE-12 (Residential Estate 12,500 sq. ft. minimum lot size) on property located on the south side of Colorado Drive and generally between 2050 East and Colorado Circle. S&S Homes, applicant.

Planning and Zoning Manager John Willis presented a PowerPoint presentation covering the following topics: Aerial map of the subject property; zoning map; general plan map; site plan; and photos of the area. The Planning Commission recommended approval.

Mayor Pike opened the public hearing.

Loraine Perkins, resident and representative of their HOA, stated that they are concerned with construction on that property as the parcel is mostly rock. There has been blasting on another subdivision in the area which damaged a number of homes. She noted that there are only two streets that lead out of the area. She would like the Council to be aware of what is going on. There needs to be accountability of how they are going not build the homes on the rock as there have been issues in the past. They would like to have assurance that if their homes, the City is aware that they have concerns. She outlined some of the damage that they have seen. Mr. Sullivan told them that the proposed subdivision will not damage the road, but if it does, they will pay.

Dane Burton, resident, explained that his home is one of the homes that was damaged. If this is approved, his home will be structurally damaged again. He added that this subdivision will share access with two existing subdivisions.

Mayor Pike mentioned that blasting requires a permit. He asked if neighbors are notified.

City Manager Gary Esplin replied that the contractor should be notifying the neighbors and explained the blasting permit process.

Ms. Perkins mentioned there were three major blasts last year. One was so strong that her husband was almost knocked out of his chair. They were not informed of those blasts.

City Manager Gary Esplin stated that he will have the Fire Chief review the application that was submitted and noted that it is the contractor's responsibility to inspect the hole when it is loaded.

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Mayor Pike closed the public hearing.

Councilmember Baca mentioned that he lives on rock and although you may not see effects immediately, you may see damage in the future. Contractors should get a permit and have a seismic monitor to measure the impact. The request conforms to what is currently in the area.

MOTION: A motion was made by Councilmember Baca to approve the zone change

request.

SECOND: The motion was seconded by Councilmember Hughes.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye Councilmember Randall – aye Councilmember Bowcutt – aye Councilmember Arial – nay Councilmember Baca – aye

The motion carried.

PUBLIC HEARING/AMEND PLANNED DEVELOPMENT/ORDINANCE:

Public hearing to consider amending the Gordon Palmer/Southgate area Planned Development to create a master sign plan. Stephen Wade Auto Group, applicant.

Planning and Zoning Manager John Willis presented a PowerPoint presentation covering the following topics: Aerial map of subject properties; plan of the proposed Mercedes Benz sign; site plan for the proposed Mercedes Benz sing; plan of the proposed Toyota sign; map of the Toyota sign location; and a chart of what is being proposed. The Planning Commission recommended approval.

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

MOTION: A motion was made by Councilmember Arial to approve the ordinance

amending the Gordon Palmer/Southgate area Planned Development to

create a master sign plan subject to findings of the staff report.

SECOND: The motion was seconded by Councilmember Baca. **VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/GENERAL PLAN AMENDMENT/ORDINANCE:

Public hearing to consider amending the General Plan from LDR (Low Density Residential) to MDR (Medium Density Residential) on 20.43 acres generally located on Tonaquint Drive. Bush & Gudgell, Inc, applicant.

Planner Ray Snyder presented a PowerPoint presentation covering the following topics: aerial map and general plan map; zoning map; site plan; and map of the area.

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City Manager Gary Esplin mentioned that this request went through a previous zone change hearing to change the density; however, they didn't change the land use on the General Plan.

Mr. Snyder stated that the Planning Commission recommended approval.

Mayor Pike opened the public hearing. There being no public comment, he closed the public hearing.

MOTION: A motion was made by Councilmember Randall to approve the ordinance

amending the General Plan from LDR (Low Density Residential) to MDR

(Medium Density Residential) on 20.43 acres on Tonaquint Drive.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/GENERAL PLAN AMENDMENT/ORDINANCE:

Public hearing to consider amending the General Plan from LDR (Low Density Residential) to COM (Commercial) on 10.43 acres generally located at the intersection of Sugar Leo Road and Pioneer Road. Denis Lyman, applicant.

Planning and Zoning Manager John Willis presented a PowerPoint presentation covering the following topics: aerial map of the subject site; general plan map; zoning map; site plan; and photos of the area. He mentioned letters included in the agenda packet. The Planning Commission recommended approval.

Mayor Pike opened the public hearing.

Resident Susan Yaden stated she received a letter about the proposal approximately a week ago. A petition has been started as neighbors are opposed to the proposal. She asked the Council to wait until the petition is submitted and stated that she does not feel that is the best place for RV storage.

Councilmember Hughes stepped out.

City Attorney Shawn Guzman commented that the petition should not have an influence on the Council's decision; rather the points and/or concerns that are made should be considered.

Resident Richard Miles stated that he is concerned with noise. The hills absorb a lot of the freeway noise; he asked if a sound wall can be installed. Additionally, he is concerned with traffic and drainage as this is a vital drainage area.

Resident Jason Haslam mentioned that he is concerned with signage, especially with large billboards or electronic signs.

City Attorney Shawn Guzman explained that the commercial designation could potentially allow for billboards; however, tonight's item is a request to amend the General Plan. If a Planned Development is applied for, the Council will have control over what is allowed on

St. George City Council Minutes February 4, 2016 Page Six

the parcel, including the signage. City code limits the ability of putting up a billboard on site.

Resident Dennis Craft stated that he was not aware of the Planning Commission meeting. Looking at the big picture, he is worried about crime. He mentioned that a truck stop and gas station are being built in the area as well. Most neighbors moved to the area because it is serene. He believes there will be 300,000 residents by 2020.

Mayor Pike clarified that max build-out for St. George is approximately 160,000, maybe 200,000.

Councilmember Hughes returned.

Reid Pope, representative for the applicant, mentioned that the road is not entirely improved. It will be widened, especially around the corner. He stated that there is a lot of drainage. They are aware of noise concerns and did decibel measurements; most of the noise comes from Pioneer Road. He explained that there will be security cameras on site and traffic will be low because of the type of storage proposed. Other types of commercial uses would generate more traffic. With the development of SunRiver, the traffic volume has increase substantially.

Councilmember Bowcutt asked if that road will ever be a four lane road.

City Manager Gary Esplin explained that it is an 80' road with limited access. Additionally, he believes this is an arterial street.

Mr. Pope explained that most of the hills will have to be taken down and the face elevation will be higher than Pioneer Road. He mentioned the drainage plans for the area. The developer will have to widen the road and pipe all the way down. If the hills are higher than the freeway - they would block the noise. Since they aren't, the noise is not buffered.

City Manager Gary Esplin asked who currently owns the property.

Mr. Willis replied that the property is owned by a private individual and clarified that Pioneer Road a 90'.

City Manager Gary Esplin explained the Council will have to decide what zone best fits on that property and that area. What is the best use for this parcel? In his opinion, a Planned Development commercial may be better than a high density residential.

Councilmember Arial commented that she has seen storage units that are quite nice. She asked if there would be a fence to protect the integrity of the neighborhood.

City Manager Gary Esplin explained that the applicant will return for a zone change if the General Plan amendment is approved.

Councilmember Baca noted this is a General Plan amendment. He asked if low density residential can be built on this property.

Mr. Willis replied that the property is currently zoned Open Space. Low Density Residential would allow for up to four units per acre.

City Manager Gary Esplin explained that the Council can require a Planned Development. He stated that a lot of property was brought in as Open Space when Bloomington was annexed into St. George.

Diane Lyman, developer, explained that she and her husband built Monster Storage, with a canopy covered RV storage. They build nice, neat and clean units with UV screens.

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Those driving on Pioneer Road, will not see a variety of recreational vehicles, rather they will see the UV screens. Regarding sound concerns, they intend to build a very nice fence along Pioneer Road and add to the Mondale Pines along the road. With a nice storage facility such as theirs, traffic is equal to a cemetery. Egress and ingress would be on the property, not on Pioneer Road. She mentioned an anonymous email she received tonight outlining concerns with what might be built and stated they do not have crime at their current facility.

Mr. Craft asked if anyone in attendance lives in their neighborhood. He believes crime will come and stated he would like to see the property remain as is.

Councilmember Hughes explained that he believes in private property rights. He commented that the impact may be less with the proposed project than with residential zoning.

Mr. Miles commented that he is now award of what is proposed. He wanted to make sure the concerns will be addressed - Mrs. Lyman did address his concerns.

Mayor Pike closed the public hearing.

MOTION: A motion was made by Councilmember Baca to approve to amend the

General Plan from Low Density Residential to Commercial on 10.3 acres.

SECOND: The motion was seconded by Councilmember Arial.

Councilmember Hughes clarified that this does not change the zoning; rather it allows for a zone change in the future.

Councilmember Arial added the residential integrity of the area needs to be protected.

City Manager Gary Esplin noted the Council can request that it come in as Planned Development Commercial.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

SET PUBLIC HEARINGS:

Planner Ray Snyder advised at its meetings held on January 26, 2016, the Planning Commission recommended setting public hearings on February 18, 2016 to consider: 1) a General Plan amendment to amend the General Plan from Low Density Residential and Flood Plain to Commercial on approximately 6.30 acres of property generally located west of the intersection of 1450 South and River Road; 2) a General Plan amendment to amend the General Plan from Medium Density Residential, Low Density Residential and Commercial to Professional Office on approximately 4 acres generally located at the northwest corner of the intersection of 1450 South Street and 3000 East Street; 3) a zone change request to rezone approximately 20 acres generally located north of the logical extension of Crimson Ridge Drive from Agricultural to Single Family Residential 8,000 sq. ft. minimum lot size; and 4) a zone change request to rezone approximately 2.52 acres generally located southwest of the intersection of Deserts Edge Drive and Broken Mesa

St. George City Council Minutes February 4, 2016 Page Eight

Drive from Planned Development Residential to Single Family Residential 10,000 sq. ft. minimum lot size.

MOTION: A motion was made by Councilmember Randall to set the public hearings

for February 18, 2016.

SECOND: The motion was seconded by Councilmember Arial.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

HILLSIDE PERMIT:

Planner Ray Snyder presented the request for a hillside development permit to allow removal of isolated noncontiguous and insignificant slopes to allow development of a single family residential subdivision. The proposed subdivision is located near Plantations Drive and Sunbrook Drive and is approximately 45 acres; zoning is Single Family Residential 10,000 sq. ft. minimum lot size. He presented a PowerPoint presentation covering the following topics: summary; aerial – vicinity map; site(s) – aerial; zoning map; general plan map; contour map – PA-14 & PA-16; overall slope analysis exhibit; and photos of the area; and grading & drainage plans. He read the Hillside Review Board motion and conditions as follows:

It is recommended to approve PA 14&16 as presented with the removal of isolated and insignificant slopes on the contour map and to work with staff during the construction plan process to address drainage and sediment issues. And to apply the following conditions and comments:

- 1. PA 16 Wash In PA-16 where fill was shown going into wash areas, that practice will be eliminated and no fill material will be pushed into those wash areas by re-grading or by the installation of rock retaining walls or other structure so the washes shall remain pristine.
- 2. Pa 14 Wash In PA-14 where there are no visually appealing areas, fill may be applied.
- Protective Fencing In order to facilitate not disturbing areas designated as open space and to protect them, the developer shall have installed an orange mesh fence to delineate areas not be encroached upon or accidentally disturbed or damaged.
- 4. Wash Aesthetics The wash area proposed to be diverted shall be looked at from an aesthetic standpoint by either using stacked rock or sod rock to keep visually appealing and not be graded simply at a 2:1 slope as shown.
- 5. Drainage The drainage between the rock walls and walk out basement areas shall be piped solid to the street or a storm drain system. The developer shall adhere to the drainage report.
- 6. Flow Direction Along the edges of the wash areas the drainage shall be directed towards the street and not back into any wash area.

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- 7. Rock Walls The rock walls shall be constructed as shown as part of the initial development such that the pads and walls can be certified together.
- Soils Generally there is near surface bedrock with a thin layer of sand and gravel over the bedrock throughout the majority of the site. Mudstone (blue clay) was encountered on the northwest corner of PA-16 (within boring B-3), but he developer shall work with staff to mitigate.
- 9. Geological AGEC has looked at various geological hazards for the site. Potential hazards consist of shallow bedrock and potentially limited expansive bedrock and soil. The majority of PA-14 and PA-16 will consist of near surface bedrock and blasting and the use of heavy duty excavation equipment will be required. Testing and lab results will determine specific required mitigations for foundations.
- 10. Grading The entire site will be graded with the exception of the designated open space areas. The majority of the cuts and fills will be less than 10', with specific areas up to approximately 15'.

The Planning Commission recommended approval with the comments from the Hillside Review Board.

Ray Alton, with Rosenberg Associates explained that he does not know how long it will take to remove the slopes. Any excess materials will be moved over to areas with blue clay on the other side of the valley. Once approved, they will return for a preliminary plat request.

City Manager Gary Esplin commented that this is a beautiful area.

Mr. Alton explained that the request originally went to Hillside Review Board in 2006. The developer took approximately two years identifying what areas were going to be left open.

Mr. Snyder noted that tonight is just looking at PA 14 & 16 – there may be additional requests in the future.

City Attorney Shawn Guzman added that this entire area is subject to a development agreement.

MOTION: A motion was made by Councilmember Hughes to approve the hillside

development permit for The Lakes PA 14 & 16 for the removal of isolated noncontiguous and insignificant slopes with the conditions and comments

as outlined by the Hillside Review Board.

SECOND: The motion was seconded by Councilmember Arial.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

LOT MERGER/FINAL PLAT AMENDMENT:

Planning and Zoning Manager John Willis presented the request for a lot merger/final plat amendment for Dixie Downs RV Resort Phase 1; zoning is Mobile Home. The purpose of

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the amendment is to merge lots 80 and 81. He presented and outlined the final plat amendment. The Planning Commission recommended approval.

MOTION: A motion was made by Councilmember Arial to approve the lot merger and

final plat amendment.

SECOND: The motion was seconded by Councilmember Baca.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

SPECIAL EVENTS FEE SCHEDULE/RESOLUTION:

Consider approval of a resolution establishing a fee schedule for special events.

City Manager Gary Esplin advised that this item was discussed that the last City Council work meeting. He mentioned that the new process is working well.

MOTION: A motion was made by Councilmember Baca to approve the resolution

establishing a fee schedule for special events.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

SET DATE AND TIME FOR AN EMPLOYEE APPEAL:

City Manager Gary Esplin advised under City policy, if an employee has been terminated, they have the right to appeal the decisions to the Mayor and City Council. It is recommended the hearing be set on February $11^{\rm th}$ at 4:00 p.m.

MOTION: A motion was made by Councilmember Randall to set the employee appeal

on February 11th at 4:00 p.m.

SECOND: The motion was seconded by Councilmember Hughes.

City Manager Gary Esplin noted the appeal will be held in the City Council Chambers.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye St. George City Council Minutes February 4, 2016 Page Eleven

The vote was unanimous and the motion carried.

Councilmember Randall mentioned that City Manager Gary Esplin was recently awarded the Public Servant of the Year award from the Chamber of Commerce.

APPOINTMENTS:

Mayor Pike recommended appointing Monty Thurber in Public Works, Rene Fleming in Energy Services and Kevin Empey in Finance to the BluCan Recycling Review Board.

MOTION: A motion was made by Councilmember Arial to accept the Mayor's

recommendation to the BluCan Committee.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

APPOINTMENTS:

Mayor Pike recommended appointing Brent Hall and Nancy Reid to the Sign Review Board. There is still a need for three members.

City Attorney Shawn Guzman will review the terms.

MOTION: A motion was made by Councilmember Randall to appoint the members as

recommended.

SECOND: The motion was seconded by Councilmember Hughes.

<u>VOTE</u>: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

REPORTS FROM COUNCILMEMBERS, MAYOR AND CITY MANAGER:

Mayor Pike mentioned the Flood Control Board meeting and the upcoming Solid Waste Board meeting. He then reported that the Water District would like to present updates to the Council.

City Manager Gary Esplin suggested someone from the Parks Department attend The Mosquito Abatement meeting; however, not as a voting member at this time.

ADJOURN:

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MOTION: A motion was made by Councilmember Bowcutt. **SECOND**: The motion was seconded by Councilmember Baca.

VOTE: Mayor Pike called for a vote, as follows:

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> Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

Christina Fernandez, City Recorder

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ST. GEORGE CITY COUNCIL MINUTES REGULAR MEETING FEBRUARY 11, 2016, 4:00 P.M. ADMINISTRATIVE CONFERENCE ROOM

PRESENT:

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Mayor Jon Pike

Councilmember Jimmie Hughes
Councilmember Michele Randall
Councilmember Joe Bowcutt
Councilmember Bette Arial
Councilmember Ed Baca
City Manager Gary Esplin
City Attorney Shawn Guzman
City Recorder Christina Fernandez

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Monty Thurber and the invocation was offered by Rabbi Helene Ainbinder with the Beit Chaverim congregation.

APPEAL HEARING:

Hearing of an appeal regarding the termination of an employee.

City Manager Gary Esplin advised the employee requesting the appeal called to say she was sick and could not make tonight's meeting. He suggested rescheduling the hearing on February 25th at 4:00p.m.

City Attorney Shawn Guzman stated that rescheduling the hearing was at the employee's request.

MOTION: A motion was made by Councilmember Hughes to reschedule the hearing

on February 25th at 4:00 p.m.

SECOND: The motion was seconded by Councilmember Arial.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall – aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

LOT LINE ADJUSTMENT:

Consider approval of a lot line adjustment for the old Sunroc building located west of the old Flood Street Theaters.

City Manager Gary Esplin showed the property on a map and explained that the buildings were constructed many years ago with a zero setback line. The developer went to the County and recorded a lot line adjustment; however, it was approved by the City Council first. He recommended approving what the County has recorded.

MOTION: A motion was made by Councilmember Randall to approve the lot line

adjustment for the old Sunroc building.

SECOND: The motion was seconded by Councilmember Baca.

VOTE: Mayor Pike called for a vote, as follows:

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> Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

MATCHING GRANT:

Consider approval of accepting the Utah State Recreational Trails matching grant.

City Manager Gary Esplin advised staff has applied for and received a grant. This grant would be used to purchase wayfinding signs.

PROFESSIONAL SERVICES AGREEMENT:

Consider approval of a professional services agreement with Bowen, Collins & Associates for the Wastewater Treatment Plant roof.

City Manager Gary Esplin explained that staff has hired Bowen, Collins & Associates to design the new roof; however, the cost was over the approved amount therefore the contract needs to be ratified. Because it was an emergency he approved to move forward before getting approved.

MOTION: A motion was made by Councilmember Arial to approve the professional

services agreement for \$41,000.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

PRESENTATION ON AN ACTIVE TRANSPORTATION PLAN:

Support Services Director Marc Mortensen introduced members of the Active Transportation Coalition who were present.

Mayor Pike thanked the committee for their work on the Transportation Expo.

Kye Nordfelt mentioned that he works for the Health Department. He presented a PowerPoint presentation covering the following topics: Building an Active Community; Southwest Utah Specific Data; How do you influence people to get active?; Bicycling and Walking Survey; Goal of Survey; Methodology; Demographic Summary; How frequently do you bicycle/walk?; How important to you is improving walking and biking conditions?; More on the survey population; How do you rate present bicycling/walking conditions?; Biking; Which term best describes your current level of bicycling activity?; Why do you not bike more often?; Which of the following changes would encourage you to bike more often?; What bicycling destination would you most like to get to?; Bike: Take Homes; Thoughts on Walking; Thoughts on Biking; Why do you walk?; What factors discourage you from walking?; and Walk: Take Homes.

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Craig Shanklin presented a PowerPoint covering the following topics: Southern Utah Bicycle Alliance; Introduction to SUBA; Who are "Cyclists"?; How we got our start?; Always advocating!; Activities of SUBA; Recent SUBA Activities; Other recent projects; More improvements; Bicycle friendly radar traffic controls; 2016 SUBA initiatives; Other initiatives; Bike solve problems; Transportation problems; Make mass transit work even better; Helps solve parking issues; Improves health; Saves money; Keep our air quality healthy; Bike are good for business; Bikes are good for the local economy; and Cycling is good for St. George. Mr. Shanklin mentioned that they are advocating for riders to wear helmets and use mirrors.

Support Services Director Marc Mortensen presented a PowerPoint presentation covering the following topics: Vision; Benefits of active transportation; STG active transportation committee; What are we up to?; Bike racks; and Trail and street signs. He showed samples of signs that will be purchased with the grant discussed earlier. The goal is to have neighboring cities use the same signs. Approximately 200 signs will be installed with this grant. He continued with the PowerPoint presentation covering the following topics: What's on the horizon for STG ATC?; Take the survey!; 2016 campaigns; At the core; and Vision.

Councilmember Bowcutt stated that he has noticed that bike lanes have been painted. He mentioned that there is a bike lane on 300 West; however, people don't know what that is. He wonders if it would help to have them painted a different color.

Support Services Director Marc Mortensen pointed out that from a maintenance standpoint, it would be incredibly costly.

Monty Thurber noted that some cities used green paint but only in certain areas because of cost and safety issues as it can be slick. Additionally, MUTCD standards have to be followed.

Councilmember Bowcutt stated that he is a bit nervous that there will be so many signs that drivers will not be watching the roads.

City Manager Gary Esplin commented that St. George is a different demographic from other cities because of its senior population. The workforce and those the City is trying to attract are changing their views on transportation. He explained that neighborhoods do not embrace commercial zoning and offices. There are significant challenges because of the beautiful community. Corridors will be maxed out based upon the projected growth. Planning now and encouraging the proper zoning in neighborhoods makes a big difference.

MOTION: A motion was made by Councilmember Hughes to accept the Recreational

Trails matching grant in the amount of \$4,360.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

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APPOINTMENTS:

Mayor Pike recommended appointing Ben Rogers to the Sign Review Board. Two more board members are needed.

MOTION: A motion was made by Councilmember Baca to appoint the members as

outlined.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

REPORTS FROM COUNCILMEMBERS, MAYOR AND CITY MANAGER:

Councilmember Bowcutt reported that the Planning Commission heard many preliminary plats at its meeting on Tuesday.

City Manager Gary Esplin mentioned that he met with Mr. Thompson regarding the build out plan.

Mayor Pike mentioned that he will soon hear a plan for the pipeline.

Councilmember Hughes reported that the St. George Housing Authority heard a presentation from Matt Loo and Carol Hollowell. Some of the board members were a bit concerned about losing control of the vouchers. Ms. Hollowell mentioned that there are unused vouchers throughout the State; they are needed here. An additional board member is needed for this Board as well as the Animal Shelter Board.

Councilmember Bowcutt mentioned that the Council will see a 450 North subdivision at a meeting in the near future; the Planning Commission passed the item unanimously.

City Attorney Shawn Guzman advised that the Council will have to consider if it is a significant enough change from the previous request.

Councilmember Baca mentioned that Sean Amodt with Mosquito Abatement will contact Mayor Pike to have someone permanently assigned to that board.

Councilmember Randall reported that the Veteran's Board met and discussed utility discounts; they were opposed to offering them. She mentioned the Love a Veteran event that will be taking place on Saturday at the Veteran's Home in Ivins. Additionally, on Friday the 19th they will have doctor speak on PTSD. Dan Greathouse mentioned to the Board that people are going around selling items with different Veteran's logos. She then asked City Attorney Shawn Guzman about Shade Tree Board.

City Attorney Shawn Guzman advised that staff has some proposed changes to the ordinance.

Mayor Pike clarified that he would like Councilmember Baca to be assigned to the Hillside Review Board.

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Councilmember Arial asked for clarification regarding the budget for the Arts Commission; she asked if it was \$40,000. She provided an update on which pieces the Commission recommends to purchase.

Mayor Pike asked Councilmember Arial if there was discussion regarding the process for RAP tax.

Councilmember Arial states that Gary Sanders has not discussed the process; however, there has been interest on how the process will work.

City Manager Gary Esplin added that the Council will have to set the standards. A similar process for the arts grants may apply.

Councilmember Randall mentioned that the flags at Tonaquint Cemetery are awful. They need to be replaced and need to look great at all times.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Randall to discuss character of and

individual and property sale and current litigation.

SECOND: The motion was seconded by Councilmember Hughes.

<u>VOTE</u>: Mayor Pike called for a roll call vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Arial to reconvene and adjourn.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Hughes – aye Councilmember Randall - aye Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

ST. GEORGE CITY COUNCIL MINUTES REGULAR MEETING FEBRUARY 18, 2016, 5:00 P.M. **CITY COUNCIL CHAMBERS**

PRESENT:

Mayor Jon Pike Councilmember Michele Randall Councilmember Joe Bowcutt Councilmember Bette Arial Councilmember Ed Baca City Manager Gary Esplin **City Attorney Shawn Guzman Deputy City Recorder Annette Hansen**

ABSENT:

Councilmember Jimmie Hughes

OPENING:

Mayor Pike called the meeting to order and welcomed all in attendance. The Pledge of Allegiance to the Flag was led by Parker Smith from Boy Scout Troup 532 and the invocation was offered by Reverend Jimi Kestin.

Dixie Elks Lodge #1743 representatives presented Mayor Pike and Parks Department Manager Kent Perkins with a check in the amount of \$8,000 for the All Abilities Park. Mayor Pike thanked them on behalf of the City and Council for their generous donation. Kent Perkins stated that this money was earmarked for the "Hands That Built the Park" wall, where children with special needs will be able to place their handprint in the wall, making it a special monument to these children. He personally thanked the Elks Lodge for their support. Mayor Pike also expressed appreciation for all the Elks Lodge does in supporting education through scholarships as well and thanked them for their generosity.

Mayor Pike recognized students from Dixie State University attending the meeting who are studying to become teachers and expressed his appreciation to the noble profession of teaching and explained the profound impact teachers have on their students.

FINANCIAL REPORT:

Consider approval of the January, 2016 financial report.

City Manager Gary Esplin presented the financial report for January 2016.

MOTION: A motion was made by Councilmember Randall to approve the January 2016

financial report as presented. SECOND: The motion was seconded by Councilmember Arial.

Mayor Pike called for a vote, as follows: VOTE:

Councilmember Randall - ave Councilmember Bowcutt - ave Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

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AWARD OF BID:

Consider award of bid for construction of the Fleet Maintenance facility building project.

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City Purchasing Manager Connie Hood presented the bid award for the fleet maintenance building. She stated that 5 bids were submitted all fairly close in bids. The lowest bid came in at \$1,751,121

from AJ Construction. She explained that this is just under budget so it leaves very little room for change orders or contingency. This project is included in the current budget.

Mayor Pike mentioned that they have looked closely at costs to contract out the maintenance of the City's vehicles, but it makes much more economic sense to repair and maintain the vehicles ourselves, and also there are times when waiting to get something such as a fire truck fixed is not an option. He commended the great mechanics and employees of the fleet division and their ability to maintain the vast variety of motorized equipment the city owns.

MOTION: A motion was made by Councilmember Arial to award the bid for the

construction of the Fleet Maintenance facility building project to AJ Construction for the amount of \$1,751,129.

SECOND:

The motion was seconded by Councilmember Bowcutt.

VOTE:

Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

AWARD OF BID:

Consider approval of an agreement with Western Rock to perform the annual Re-Use Center crushing operation.

City Purchasing Manager Connie Hood presented the annual contract bid for crushing approximately 13,000 tons of concrete and asphalt at the Re-Use Center to produce recycled aggregate material that will meet City specifications for ¾" road base.

MOTION:

A motion was made by Councilmember Randall to approve the annual

agreement with Western Rock for the re-use center crushing operation for

the amount of \$64,900.

SECOND:

The motion was seconded by Councilmember Baca.

VOTE:

Mayor Pike called for a vote, as follows:

 Councilmember Randall - aye

Councilmember Bowcutt – aye Councilmember Arial – aye Councilmember Baca – aye

The vote was unanimous and the motion carried.

APPOINT REPRESENTATIVES TO THE CONTROL BOARD OF WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 (SOLID WASTE)/RESOLUTION:

Consider approval of a resolution appointing representatives to the Control Board of Washington County Special Service District No. 1 (Solid Waste).

City Manager Gary Esplin explained that this is a resolution to appoint the Mayor and Council as representatives of the City to the Administrative Control Board of the Washington County Special Service District No. 1 for solid waste.

MOTION: A motion was made by Councilmember Randall to approve the resolution appointing representatives to the Control Board of Washington County

Special Service District No. 1 as presented.

SECOND:

The motion was seconded by Councilmember Baca.

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VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - ave

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The vote was unanimous and the motion carried.

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ELECTRIC REVENUE REFUNDING BONDS/RESOLUTION:

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CONSIDERATION FOR ADOPTION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ST. GEORGE CITY, UTAH, AUTHORIZING THE ISSUANCE AND SALE OF NOT MORE THAN \$51,000,000 AGGREGATE PRINCIPAL AMOUNT OF ELECTRIC REVENUE REFUNDING BONDS, SERIES 2016 AND RELATED MATTERS.

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City Manager Gary Esplin explained that approval of this resolution would allow the city to try and get the \$47 million in Energy Services debt for the Millcreek Generation plant refinanced. The current bond market is favorable to allow a significant savings if everything gets approved and to the market before it changes. He recommended using George K. Baum as the underwriter as they are the most knowledgeable in the electric business and specialize in issues such as this.

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Mayor Pike explained briefly how the generation plant operates and the extreme cost of the specialized jet engines used there. He expressed appreciation to the City Manager and the bond consultant for working on this to save the city a significant amount of money.

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A motion was made by Councilmember Arial to approve the resolution **MOTION:**

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38 39 authorizing the issuance and sale of not more than \$51,000,000 aggregate principal amount of electric revenue refunding bonds, series 2016 and related

matters; and appointing George K. Baum as the underwriter.

33 SECOND: 34

The motion was seconded by Councilmember Bowcutt.

VOTE:

Mayor Pike called for a roll call vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - ave

The vote was unanimous and the motion carried.

City Manager Gary Esplin explained that this is not a new license but rather a change of license

holder. The applicant meets all requirements and the Business License Department recommends

ALCOHOL LICENSE:

SECOND:

VOTE:

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Consider approval to change the alcohol license holder for the Walgreens #07052 located at 391 West St. George Boulevard and Walgreens #11674 located at 1849 West Sunset Boulevard. Amelia Legutki, applicant.

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approval. MOTION: A motion was made by Councilmember Randall to approve the change of

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alcohol license holder for Walgreens as presented. The motion was seconded by Councilmember Bowcutt.

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Mayor Pike called for a vote, as follows:

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> Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

MUNICIPAL WASTEWATER PLANNING PROGRAM SELF ASSESSMENT:

Consider approval of a resolution accepting the Municipal Wastewater Planning Program Self-Assessment.

 City Wastewater Manager Scott Taylor explained that the Division of Water Quality requires the city to perform a self-assessment of the wastewater system each year. The self-assessment evaluates wastewater collections system, wastewater treatment plant, planning, and financial status of the system. He stated that the system is in good condition but the major issue is the age.

MOTION: A motion was made by Councilmember Arial to approve the resolution

accepting the Municipal Wastewater Planning Program Self-Assessment as

presented by staff.

SECOND:

The motion was seconded by Councilmember Randall.

VOTE:

Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider a zone change request to rezone approximately 2.52 acres generally located southwest of the intersection of Deserts Edge Drive and Broken Mesa Drive from Planned Development Residential to R-1-10. Development Solutions Group, applicant.

Planning and Zoning Manager John Willis explained that the proposal is to adjust the development plan to follow the streets. No additional units are being proposed, and the Planning Commission recommends approval.

Mayor Pike opened the public hearing for comments. There being no public comment, he closed the public hearing.

MOTION: A motion was made by Councilmember Baca to approve the ordinance to rezone approximately 2.52 acres located southwest of the intersection of Deserts Edge Drive and Broken Mesa Drive from Planned Development

Residential to R-1-10 as presented.

SECOND: 52 **VOTE**:

The motion was seconded by Councilmember Randall. Mayor Pike called for a roll call vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

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SECOND:

VOTE:

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The vote was unanimous and the motion carried.

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PUBLIC HEARING/ZONE CHANGE/ORDINANCE:

Public hearing to consider a zone change request to rezone approximately 20 acres generally located north of the logical extension of Crimson Ridge Drive from Agricultural to R-1-8. Development Solutions Group, applicant.

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Planning and Zoning Manager John Willis presented the zone change as contained in the Council packet.

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> Mayor Pike opened the public hearing for comments. There being no public comment, he closed the public hearing.

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MOTION: A motion was made by Councilmember Arial to approve the zone change as

presented. The motion was seconded by Councilmember Bowcutt.

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Mayor Pike called for a roll call vote, as follows:

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Councilmember Randall - ave Councilmember Bowcutt -e Councilmember Arial - aye Councilmember Baca - aye

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The vote was unanimous and the motion carried.

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PUBLIC HEARING/GENERAL PLAN AMENDMENT/ORDINANCE:

Public hearing to consider amending the General Plan from Medium Density Residential, Low Density Residential, and Commercial to Professional Office on 4 acres generally located at the northwest corner of the intersection of 1450 South and 3000 East Street. IHC, Health Services, Inc.

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Planning and Zoning Manager John Willis presented the General Plan amendment to the Council stating that the applicant proposes to modify the General Plan Land Use Map to support professional office at the location. The original proposal was approximately 6 acres of commercial, however; after listening to the concerns from public the applicant reduced the acreages to 4 acres and changed land use designation to PO (Professional Office). He stated that Planning Commission reviewed and recommends approval. He noted that there were several letters from citizens in the area that were included in the Council packet for consideration.

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47 48 Mayor Pike wished to mention that he works for a company called Select Health which is a subsidiary of IHC who is the applicant today being represented by Mr. Uriona. He has talked with City Attorney Shawn Guzman and he does not stand to benefit from either outcome of this matter. He stated that he doesn't typically vote, but it is possible that in the absence of Councilmember Hughes and in event of a tie-breaker he may be required to, so on advice from counsel he is planning on participating fully in the proceedings on this matter today.

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IHC representative and Corporate Real Estate Director Tom Uriona addressed the Council. He stated that they have been looking for a site in this general area for a few years now to continue to serve the community as it continues to grow. This site made the most sense for many of different He mentioned that he has met with some of the neighbors in a positive and productive way and feels that they have a better understanding of what they are trying to accomplish here while still maintaining a buffer for their residential properties. He stated that this would be a medical clinic similar to the one on Sunset Boulevard. He also mentioned that in accordance to the

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wishes of the neighbors, there would be a privacy wall installed between the clinic and the remainder of the property. Then when it makes sense for the remainder of the property to be developed residential they will work with the developers to make a permanent one happen

Councilmember Randall inquired if this would be an Instacare like the one on Sunset and the hours of operation. Mr. Uriona stated that it is a Primary Care and an InstaCare, and the Instacare remains open until 9 pm.

 Councilmember Bowcutt asked if there was a height restriction on the barrier to be created. Planning and Zoning Manager John Willis stated that per city ordinance, when a commercial area is adjacent to residential they require a 6 foot privacy wall in addition to a 10 foot landscape buffer around it.

Mayor Pike opened the meeting to public hearing for comments.

Resident Richard Deuce addressed the Council and stated that he has met with Mr. Uriona who has been very helpful and answered many questions. He gave a history of the property and the Master Plan and zoning changes of the area proposed over the years. He talked about the residents who live in the area and their concern for having a commercial complex next to their homes when they were under the impression that the area would remain residential. He felt that this change would cause increased noise, traffic, and light pollution in the neighborhood. He stated that he felt there wasn't a need for this type of business in the area. He expressed for the safety of the children who walk to school in the area.

Resident Brandon Henderson addressed the Council and explained that his was one of the first homes to be built in the area. Since that time the area has changed considerably and is concerned with maintaining the integrity of his neighborhood. He stated that he is not necessarily opposed to the changes, but he is concerned with the three streets that tie into the neighborhood that have dead ends. He expressed concerns that the street situation be finished correctly to maintain property values in the area.

Resident Richard Denhalter addressed the Council with concerns about having a business in a residential area. He stated that he and several other residents have met with the developer stated that the remaining 7 acres that would not be used for the project would be left as low-density residential as they would not be using that portion and even offered a deed restriction to do so and residents were pleased with this option. He stated that there are three dead end roads that end at this parcel which concerns him. He expressed concerns about the Phase 1 environmental study where is mentioned that there may contain clay in the soil which he felt would make it unsuitable to build a large building such as this in the area. He also had concerns with findings of an old agricultural gasoline tank that was buried on the property and the cost to remove it may be prohibitive to the project at a later time, leaving the zone changed and open to a different type of business locating there. He stated that he felt that IHC would be a good neighbor and would do a good job with construction, but he felt that this was not needed in this area.

 Mayor Pike stated that when Council drafts a General Plan they carefully consider what to put in each area, growth projections, and traffic concerns. He mentioned that there are plans to build four new schools in this Little Valley-Washington Fields area so traffic is already going to increase due to this. Things are always changing and he feels like our community is one base on sharing and growing together.

Resident Todd Jones expressed concern about the one acre parcel that was already zoned commercial. He felt that if a mini-mart were to be built on that area it would really be a detriment

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to the neighborhood and believes that making this is residential area a good compromise. He expressed appreciation to Mr. Uriona for taking the concerns of the neighbors into account in the planning of this.

City Attorney Shawn Guzman stated that this proposal is for a Professional Office and not Commercial, so that would change that particular designation with the passing of this ordinance. In a PO zone a mini-mart would not be acceptable use.

Applicant Tom Uriona then addressed the residents' concerns. He stated that the mentioned environmental concerns expressed have already been addressed and that they will not be an issue in the construction of this project.

Hearing no further comments, Mayor Pike closed the Public Hearing.

 City Manager Gary Esplin stated that when this land use was done, there was nothing in the area. In good city planning you need areas of commercial and residential to eliminate traffic congestion on roads. He mentioned that with the new schools planned for the area, traffic is going to increase on these roads whether the business goes into this area or not. From a planning standpoint, nobody is going to want to build residential in this area due to that fact. He felt that this was a good transitional option for the area. His recommendation is to do away with the commercial zone in this area and make the entire portion professional office. He also mentioned that there are already plans for a traffic signal on 1450 South and 3000 to be installed long before the IHC building is complete, as he believes this is the next one on the list. He also addressed the concern about the dead end streets. The city has a policy in place to not allow private streets because of the need to create fluid and interaction between neighborhoods and this plan would make sure they are not left unconnected.

Councilmember Bowcutt appreciated those citizens that come with facts and figures to express their concerns. It shows they understand the issue and appreciate their efforts and voicing their opinions.

Councilmember Baca mentioned that he was grateful for the opinions and concerns expressed by the public and felt that their concerns are valid. He stated that he believes the developer has been very cooperative in addressing these concerns.

MOTION:

A motion was made by Councilmember Baca to approve the General Plan amendment from Medium Density Residential, Low Density Residential, and Commercial to Professional Office on approximately 4 acres generally located on the northwest corner of the intersection of 1450 South Street and 3000 East Street as presented.

SECOND: The motion was seconded by Councilmember Bowcutt **VOTE:** Mayor Pike called for a roll call vote, as follows:

 Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/GENERAL PLAN AMENDMENT/ORDINANCE:

Public hearing to consider amending the General Plan from Low Density Residential and Flood Plain to Commercial on approximately 6.30 acres generally located west of the intersection of 1450 South Street and River Road. Steve Sheffield, applicant.

Planning and Zoning Manager John Willis presented the General Plan amendment to the Council, He stated that commercial development makes sense in this area because it is located within the flood plain, but is located out of the flood way. Typically the city allows for commercial development to be located in the flood plain as long as they are 18 inches above the finished flood elevation. He presented images of the site.

Mayor Pike opened the public hearing for comments.

Resident Greg Murray expressed concerns with the perimeters of the commercial development. City Manager Gary Esplin explained that would come later with a zone change request, so as of this point there is no way of knowing. Mr. Murray also expressed concerns about commercial in this flood plain area and how it would be protected. City Manager Gary Esplin relterated that these concerns would be addressed with a zone change.

Mayor Pike stated that if residential were to go in this area he would be very concerned, and feels that commercial development in this area is much more suitable. Commercial developers know the risks of these areas much more and are able to take greater precautions for flooding.

Hearing no further comment, Mayor Pike then closed the public hearing.

Councilmember Baca stated that it was his understanding that the erosion protection and hazardous report that was filed when they did the Jiffy Lube and the Maverick included this portion on the west side and asked if staff knew of any amendments done.

City Manager Gary Esplin stated that an amendment to the plan was approved at that time. This action just allows the developer to go further. He explained that there will be flooding in this area. but felt that it would be much better to have flooding and erosion in parking lots than homes.

MOTION: A motion was made by Councilmember Arial to approve the ordinance

amending the general plan as presented.

The motion was seconded by Councilmember Bowcutt. SECOND:

Mayor Pike called for a roll call vote, as follows: VOTE:

> Councilmember Randall - ave Councilmember Bowcutt - ave Councilmember Arial - ave Councilmember Baca - aye

The vote was unanimous and the motion carried.

PUBLIC HEARING/ZONE CHANGE AMENDMENT/ORDINANCE:

Public hearing to consider a fourth zone change amendment request to the Atkinville Interchange Zone Plan to add a planned development residential neighborhood within the milepost 2 interchange area. The property is located along Interstate 15 to the east, Sun River Parkway to the north, a future city park and the Atkinville Wash to the south, and Arrowhead Canyon Drive to the north and is approximately 51.95 acres. Darcy Stewart, applicant.

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City Planner Ray Snyder presented the zone change to the Council for the proposed residential neighborhood. He stated that it would be a development independent of the Sun River development with their own homeowners association called "The Villas", also age restricted. He presented the colors and materials board. He also explained that this project includes a request for short term rentals and private streets. He stated that the applicant has provided a complete narrative regarding the proposal and request. He then presented the developers signage plan, dimensions and locations. Planning Commission recommended approval upon the conditions presented.

City Attorney Shawn Guzman brought up the short term rental option and reiterated that 100 units must be completed before they can start leasing as short term rentals under the city's current ordinance requirements.

Applicant Darcy Stewart addressed the council and stated that nearly the entire project is designed for twin family homes, but asked for the rental options to allow for a little flexibility should they need it. He stated that their intent is to go ahead with the amenity right away before the 100 units were complete. Short term rental options and need to complete 100 units before they can do this was discussed and the option of resort overlay was talked about. Mr. Stewart also stated that given the location and the lack of need for circulation, the private streets would be the best option here and felt that they have demonstrated their competence in maintaining the current private streets in Sun River.

City Manager Gary Esplin explained several different reasons why previous councils decided to prohibit private streets, namely connectivity between neighborhoods and developments, gating, street width, standards of streets and maintenance issues.

Councilmember Bowcutt wished to clarify for the record if council approves the private streets, in the future which must be done on an individual basis and can't be citywide that they ok private streets. He also expressed concern with 45% of the units being available for the rental pool mainly because of parking issues it might create along Arrowhead Canyon Drive.

Mr. Stewart stated that his intent is not to develop a community of rental units, but to develop a beautiful residential community. He knows that people will chose to rent their properties regardless, and this would allow them to do so without violating the laws of the city. He stated that Sun River does have their own HOA management company who will manage this community as well. He also mentioned the streetscape they plan on putting in along Arrowhead Canyon he feels will make it one of the most beautiful streets in St. George when the landscaping matures. He reiterated that the intent is to create a beautiful community that all will be proud of in years to come. He also mentioned that there will be no lots fronting Arrowhead Canyon Drive, so parking on that street should not be a major issue.

Mayor Pike stated he liked the idea of allowing for the application of short term rentals that are needed in this area and feels this is the proper way to develop it.

Mayor Pike opened the public hearing for comments.

Sun River resident Charles Job addressed the Council and stated that their concern about private streets is unnecessary, as he feels Sun River has demonstrated their competency in maintaining the streets and feels that they help people and communities become closer together. He expressed concern with the high number of proposed rentals when they are building hotels down the street. He also expressed concern about the density and if the developer decided to increase it. City Manager Gary Esplin explained that they can't go higher, they can only go lower. He inquired when the CC & R's are submitted and City Attorney Guzman explained that when the final plat comes in and cannot be changed later on. He thanked Council for answering his questions and felt that this was an acceptable use for the area.

Resident Vicki Edwards addressed the Council with her concerns about the increased traffic in this area when this development is complete. Asked that council look closely at the traffic study and take that into consideration. She also expressed concerned about who is going to be managing the

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rentals, and felt it was necessary to have a professional management company on site to avoid any issues.

Mr. Stewart stated that the intent is to not allow any rental to take place outside of the HOA management company, and they are looking at either deed restrictions or CC&R restrictions that specifically state that they must go through the HOA management company to rent out their unit to control it very carefully.

Councilmember Arial expressed appreciation to the developer for their professionalism and responsibility and think this project is well planned and a great asset to the community and commended the developer for taking the initiative to do things in a professional way.

Resident Arnie Breitenbach asked the Council to consider increasing public law enforcement presence on Arrowhead Canyon Drive where it is a 30 MPH zone and he stated that people often speed on that road. With this development it will increase traffic along this road. He also expressed concerns about availability of water in the area for this development.

Mayor Pike stated that the city does not intend to stop growth. It will happen. City Manager Gary Esplin explained that as part of the building process the developer has to make sure there is adequate water for the development.

Resident Sandy Breitenbach expressed concerns with the road on Arrowhead Canyon and Sun River Parkway. She felt that a traffic light should be installed in that area because of the danger to pedestrians crossing the five lanes of traffic there. She also expressed the need for a painted crosswalk there.

City Manager Gary Esplin explained that traffic studies would be done as part of the development and that would determine if a traffic light would be warranted in the area.

Mayor Pike stated that even though the crosswalk isn't painted, it is still technically a crosswalk. He mentioned that he would have staff look at the area and see if a painted crosswalk would be a possibility there.

Hearing no further comment, Mayor Pike then closed the public hearing.

A motion was made by Councilmember Arial to approve the zone change amendment as presented with planning commission recommended conditions that there be 100 completed units with amenities before there can be any short term rentals, and all rentals will be controlled through a sole professional management company; and to allow the construction of private

streets in the development as presented.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a roll call vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

Mayor Pike then called for a 10 minute recess.

CONDITIONAL USE PERMIT:

Consider approval of a conditional use permit to manage and operate a tattoo shop at 1250 West Sunset Boulevard, Suite B1; property is zoned C-3. Brian Mitchell, applicant.

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Planning and Zoning Manager Jo
Council packet. Planning Comm
a smoke shop and that applicant

Planning and Zoning Manager John Willis presented the conditional use permit as outlined in the Council packet. Planning Commission recommended approval based on conditions that there not be a smoke shop and that applicant follows all city business licensing regulations.

Applicant Brian Mitchell addressed the Council and answered questions proposed by Councilmembers.

MOTION:

A motion was made by Councilmember Arial to approve the conditional use

permit for a tattoo shop located at 1250 West Sunset Boulevard as

presented.

SECOND: The motion was seconded by Councilmember Randall.

<u>VOTE</u>: Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

SET PUBLIC HEARING:

Planner Ray Snyder stated that at meetings held on February 9, 2016, the Planning Commission recommended setting public hearings on March 3, 2016 to consider a request to rezone approximately 4.78 acres located on 450 North Street between 2480 East and 2720 East from R-1-7 to Planned Development Residential.

MOTION: A motion was made by Councilmember Randall to set the public hearings for

Planning Commission as presented.

SECOND: The motion was seconded by Councilmember Baca.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

LOT LINE ADJUSTMENT:

Assistant Public Works Director Wes Jenkins presented the lot line adjustment located on the northeast corner of 100 West and 250 North. He remarked that the applicant is making the two parcels more equivalent in size.

MOTION: A motion was made by Councilmember Randall to approve the lot line

adjustment located at the northeast corner of 100 West and 250 North as

presented.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

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LOT LINE ADJUSTMENT:

Assistant Public Works Director Wes Jenkins presented a lot line adjustment between two parcels located at the north end of Pioneer Road north of the Bloomington Wal-Mart. The property is zoned PD-C.

MOTION:

A motion was made by Councilmember Arial to approve the lot line

adjustment for commercial property at north end of Pioneer Road as presented.

13 SECOND:

The motion was seconded by Councilmember Randall.

VOTE:

Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye

Councilmember Arial - aye Councilmember Baca – ave

The vote was unanimous and the motion carried.

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LOT LINE ADJUSTMENT:

Assistant Public Works Director Wes Jenkins presented a lot line adjustment located at the northwest corner of the intersection at 400 East and Sunland Drive, east of Furniture Row. He stated that the purpose of this lot split is to accommodate the zoning ordinance for the placement of a sign on the larger parcel of land.

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A motion was made by Councilmember Arial to approve the lot line MOTION:

adjustment on the northwest corner of Sunland Drive as presented.

SECOND:

The motion was seconded by Councilmember Randall.

Mayor Pike called for a vote, as follows:

VOTE:

Councilmember Randall - aye Councilmember Bowcutt - ave Councilmember Arial - aye

Councilmember Baca - ave

The vote was unanimous and the motion carried.

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PRELIMINARY PLAT:

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Boulder Creek Crossing Phase 1, a 9-lot commercial subdivision located at 1450 South River Road; zoning is Planned Development Commercial.

MOTION: A motion was made by Councilmember Randall to approve the preliminary

plat for Boulder Creek Crossing, Phase 1 as presented.

SECOND: 48 49

The motion was seconded by Councilmember Arial.

The vote was unanimous and the motion carried.

VOTE:

Mayor Pike called for a vote, as follows:

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Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye

Councilmember Baca - aye

PRELIMINARY PLAT:

Assistant Public Works Director Wes Jenkins presented the preliminary plat for Meadow Pointe, a 30-lot residential subdivision located at 2720 East and 450 North; zoning is R-1-7.

St. George City Council Minutes 2 February 18, 2016 3 Page Thirteen 4 5 MOTION: A motion was made by Councilmember Bowcutt to approve the preliminary 6 plat for Meadow Pointe subdivision as presented. 7 SECOND: The motion was seconded by Councilmember Baca. Mayor Pike called for a vote, as follows: 8 VOTE: 9 10 Councilmember Randall - aye 11 Councilmember Bowcutt - aye 12 Councilmember Arial - aye 13 Councilmember Baca - aye 14 15 The vote was unanimous and the motion carried. 16 17 PRELIMINARY PLAT: Assistant Public Works Director Wes Jenkins presented the preliminary plat for Sand Cove at 18 the Ledges, a 15-lot residential subdivision located at 1500 West Canyon Tree Drive; zoning 19 20 is Planned Development Residential. 21 22 MOTION: A motion was made by Councilmember Baca to approve the preliminary plat for Sand Cove at the Ledges as presented. 23 24 SECOND: The motion was seconded by Councilmember Randall. 25 VOTE: Mayor Pike called for a vote, as follows: 26 Councilmember Randall - aye 27 Councilmember Bowcutt - ave 28 29 Councilmember Arial - aye Councilmember Baca - aye 30 31 The vote was unanimous and the motion carried. 32 33 PRELIMINARY PLAT: 34 35 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Northqate 36 Peaks at the Ledges Phases 3 and 4, an 18-lot residential subdivision located at 5700 North Northgate Peaks Drive; zoning is Planned Development Residential. 37 38 39 **MOTION**: A motion was made by Councilmember Bowcutt to approve the preliminary plat for Northgate Peaks at the Ledges, Phases 3 and 4 as presented. 40 41 SECOND: The motion was seconded by Councilmember Randall. Mayor Pike called for a vote, as follows: 42 VOTE: 43 44 Councilmember Randall - aye Councilmember Bowcutt - ave 45 Councilmember Arial - aye 46 47 Councilmember Baca - aye 48 49 The vote was unanimous and the motion carried. 50 51 PRELIMINARY PLAT: 52 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Hidden Pinyon at the Ledges Phases 3 and 4, a 14-lot residential subdivision located at 5700 North 53 54 Hidden Pinyon Drive; zoning is Planned Development Residential. 55 56 **MOTION:** A motion was made by Councilmember Randall to approve the preliminary

plat for Hidden Pinyon at the Ledges, Phases 3 and 4 as presented.

The motion was seconded by Councilmember Baca.

Mayor Pike called for a vote, as follows:

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SECOND: VOTE:

St. George City Council Minutes 2 February 18, 2016 Page Fourteen 4 5 Councilmember Randall - aye 6 Councilmember Bowcutt - aye 7 Councilmember Arial - aye 8 Councilmember Baca - aye 9 10 The vote was unanimous and the motion carried. 11 12 PRELIMINARY PLAT: Assistant Public Works Director Wes Jenkins presented the preliminary plat for Brookfield Estates Phase 3, a 7-lot residential subdivision located at 1060 West Shady Springs Drive; zoning is R-1-10. He mentioned that this was the area that was recently annexed into the 13 14 15 16 city. 17 18 MOTION: A motion was made by Councilmember Arial to approve the preliminary plat for Brookfield Estates Phase 3 as presented. 19 20 **SECOND:** The motion was seconded by Councilmember Bowcutt. Mayor Pike called for a vote, as follows: 21 VOTE: 22 23 Councilmember Randall - aye 24 Councilmember Bowcutt - ave Councilmember Arial - aye 25 Councilmember Baca - aye 26 27 The vote was unanimous and the motion carried. 28 29 30 PRELIMINARY PLAT: 31 Assistant Public Works Director Wes Jenkins presented the preliminary plat for Sun River 32 Phase 48, a 28-lot residential subdivision located at 1470 West Bluegrass Way; zoning is Planned Development Residential. 33 34 35 MOTION: A motion was made by Councilmember Baca to approve the preliminary plat for Sun River Phase 48 as presented. 36 The motion was seconded by Councilmember Arial. 37 SECOND: VOTE: Mayor Pike called for a vote, as follows: 38 39 40 Councilmember Randall - aye Councilmember Bowcutt - aye 41 42 Councilmember Arial - aye 43 Councilmember Baca - aye 44 45 The vote was unanimous and the motion carried. 46 47 **FINAL PLAT:** 48 Assistant Public Works Director Wes Jenkins presented the final plat for Sycamore Phase 9, 49 a 2-lot residential subdivision located at 2750 East and 3800 South; zoning is R-1-10. 50 51 A motion was made by Councilmember Arial to approve the final plat for MOTION: 52 Sycamore Phase 9, a 2 lot residential subdivision located at 2750 east and 53 3800 south as presented. The motion was seconded by Councilmember Bowcutt. 54 **SECOND:** Mayor Pike called for a vote, as follows: 55 **VOTE:** 56

Councilmember Randall - ave

Councilmember Bowcutt - aye

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1 St. George City Council Minutes 2 February 18, 2016 3 Page Fifteen 4 5 Councilmember Arial - aye 6 Councilmember Baca - aye 7 8 The vote was unanimous and the motion carried. 9 10 **PUBLIC HEARING/BUDGET AMENDMENTS/RESOLUTION:** Public hearing to consider approval of amendments to the FY2015-16 Budget. 11 12 13 City Manager Gary Esplin explained the adjustments being proposed. He stated that the city needs to show the loan from the capital project fund to the general fund for the police vehicles leased for 14 15 \$1,355,900. The next adjustment is to recognize the grant and improvements in the dispatch 16 center for a project completed in the previous fiscal year. Payments to the Solid Waste District increased to handle the BluCan program. Recognition for the purchase of the Lunt property in 17 downtown and other smaller adjustments were explained. 18 19 Mayor Pike opened the public hearing for comments. There being no public comment, he closed the 20 public hearing. 21 MOTION: A motion was made by Councilmember Randall to approve the amendments 22 to the FY 2015-16 budget as presented. 23 The motion was seconded by Councilmember Arial. 24 SECOND: Mayor Pike called for a roll call vote, as follows: 25 VOTE: 26 27 Councilmember Randall - aye Councilmember Bowcutt - aye 28 29 Councilmember Arial - aye Councilmember Baca - aye 30 31 The vote was unanimous and the motion carried. 32 33 INTERFUND LOAN/RESOLUTION: 34 Consider approval of a resolution authorizing an interfund loan from the Capital 35 Projects Fund to the General Fund related to the purchase of thirty-five (35) police 36 vehicles. 37 38 39 City Manager Gary Esplin explained that this resolution was explained previously as part of the budget amendment. 40 41 42 MOTION: A motion was made by Councilmember Bowcutt to approve the resolution 43 authorizing an interfund loan from the Capital Projects Fund to the General Fund related to the purchase of thirty-five police vehicles. 44 45 SECOND: The motion was seconded by Councilmember Baca. VOTE: Mayor Pike called for a roll call vote, as follows: 46 47 Councilmember Randall - ave 48 Councilmember Bowcutt - aye 49 Councilmember Arial - ave 50 Councilmember Baca - aye 51 52 53 The vote was unanimous and the motion carried.

DIVISION OF STATE HISTORY GRANT:

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Consider approval of a matching grant with the Division of State History for historic preservation projects.

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City Manager Gary Esplin explained that the city participates in the "Certified Local Government" historic preservation program. As such, the city is eligible to receive a matching grant every two years. The city's Historic Preservation Commission recommends the \$3,000 grant for a workshop. The workshop will focus on restoration and maintenance of adobe brick on historic buildings. The anticipated participates would be contactors and property owners, as well as those interested in the topic.

MOTION: A motion was made by Councilmember Arial to approve a matching grant

with the Division of State History for historic preservation projects.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

APPOINTMENTS:

Mayor Pike mentioned that there was a vacancy on the St. George Housing Authority Board, and he suggested appointing Gloria Shakespeare to the position vacated by long-time boardmember Richard "Blue Duck" Hafen. Mayor Pike mentioned that she has been on this board before as a Councilmember, so she already has an understanding of the workings of the board. He also mentioned that this is a 4 year term appointment.

MOTION: A motion was made by Councilmember Baca to appoint Gloria

Shakespeare to the St. George Housing Authority Board.

SECOND: The motion was seconded by Councilmember Randall.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

City Manager Gary Esplin stated that there was a need for a brief closed session to discuss a possible property purchase.

ADJOURN TO CLOSED SESSION:

MOTION: A motion was made by Councilmember Bowcutt to adjourn to closed session

to discuss a possible property purchase.

SECOND: The motion was seconded by Councilmember Arial. **VOTE:** Mayor Pike called for a roll call vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

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RECONVENE AND ADJOURN:

MOTION: A motion was made by Councilmember Randall to reconvene and adjourn.

SECOND: The motion was seconded by Councilmember Bowcutt.

VOTE: Mayor Pike called for a vote, as follows:

Councilmember Randall - aye Councilmember Bowcutt - aye Councilmember Arial - aye Councilmember Baca - aye

The vote was unanimous and the motion carried.

Annette Hansen, City Recorder

